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Contents.

Cases Reported this Week.

CURRENT TOPICS.

THE FINAL non-consideration by the House of Lords of the Land Transfer Bill was to take place on Thursday. We write before the event, but it can hardly be doubted that the measure will be read a third time in the same automatic manner as has characterized the preceding stages. We understand that it is intended to introduce the Bill in the House of Commons before Easter. The delay in taking action which has occurred is not due to the Council of the Incorporated Law Society, who desired to summon a conference of representatives of the provincial law societies for Friday in last week, but, owing to representations that the annual meeting of the Associated Provincial Law Societies was to be held this week, the conference was postponed until last Friday, the 5th inst. We believe that all the organization for opposition is in readiness, and that action is only delayed until the formal sanction of the above-mentioned conference has been given.

BY THE CONTINUED assistance of Lord HALSBURY, the disposal of the final appeals from the Chancery Division is being continued almost without interruption, and it is only fitting that suitors who come to that court should be thankful that, in the absence of Lord Justice KAY, their appeals are not delayed until the next sittings.

MR. JUSTICE KEKEWICH will commence his fortnight of hearing witness actions on Tuesday, the 14th of May, and will continue to hear them until Saturday, the 25th of May, daily, except on Monday, the 20th of May; and Mr. Justice STIRLING will during that period hear the motions and unopposed petitions in actions marked for Mr. Justice KEKEWICH.

ENDEAVOURS are being made to dispose of the arrears of the work of Mr. Justice CHITTY before the courts rise for the Easter Vacation, With this view Mr. Justice ROMER will, until the end of the sittings, take matters which are in Mr. Justice CHITTY's list, and Mr. Justice WRIGHT, who has been appointed for the purpose, will hear the witness actions in Mr. Justice ROMER's list.

DURING THE Easter Sittings Mr. Justice STIRLING will commence the hearing of the witness actions in his own list on Tuesday, the 30th of April, and will continue the same until

Saturday, the 11th of May, with the exception of Monday, the 6th of May. The motions and unopposed petitions in actions marked for Mr. Justice STIRLING will, during the above period, be heard by Mr. Justice KEKEWICH.

THE EASTER SITTING this year will be, as usual, short, consisting of only thirty-two working days. There are only four whole weeks in the time, so that not more than two of the Chancery judges will be able to devote a fortnight to reducing the lists of witness actions. During the Trinity Sittings there will be eight whole weeks, so that each of the four Chancery judges who have chambers can take a fortnight.

THE UNFORTUNATE mistake by which it was announced in the daily paper of Monday, the 1st of April (published on Saturday, the 30th of March), that the Lord Chancellor would sit to dispose of witness actions in Mr. Justice ROMER's list gave rise to loud complaints as to the expense thereby caused. A large number of witnesses from the country were sent for, and came up to town on Sunday to be ready for Monday morning; and the cost of keeping them in London was thrown away. We believe that the mistake was in no sense due to the cause clerk, but arose from a misconception on the part of a learned judge of an intimation given by the Lord Chancellor.

MANY OF OUR readers will regret to think that the well-known visage of the late Official Solicitor will no more appear at public dinners. Mr. PEMBERTON, although a reserved and reticent man (perhaps as befitted his office), was, to those who knew him intimately, a genial and pleasant companion. To those who sought to "draw" him, he was the reverse. He was fond of attending state dinners, and if he happened to be placed near to persons with whom he was not acquainted, he became an excellent listener, but, apparently on principle, refrained from giving utterance to his opinions on any question. We have heard it averred, indeed, that the views of the Official Solicitor as to the weather were under such circumstances strictly private; they might, you see, lead to some consideration or suggestion as to the effect of the weather upon the health of persons to whom he was next friend or guardian *ad litem*. He conducted the business of his office with great ability and efficiency, and had the fullest confidence of the judges, with whom he was in frequent personal communication. In cases where lady suitors were "shunted" on to him, it is understood that he dealt with them with much tact and discretion. His death, which was due to pneumonia following influenza, was somewhat sudden, but he had been suffering from cold for some time, and the recent death of his son had greatly affected him. He was admitted in 1860, and was appointed Official Solicitor in 1871, in succession to Mr. JOHN JAMES JOHNSON, who up to that date was solicitor to the Suitors' Fund. It will be seen from the order which we publish elsewhere that Mr. DOUGLAS GARTH, one of the partners of the late Official Solicitor, has been appointed to act temporarily as Official Solicitor.

IF ANY FURTHER testimony were needed as to the grave inconveniences resulting from the strangely-persistent refusal of the Rule Committee to deal with the vexed question of service out of the jurisdiction, it is to be found in the case of *Re Cliffe* (*ante*, p. 362). In that case the Court of Appeal affirmed a decision of NORTH, J., refusing leave to serve out of the jurisdiction notice of an order made on an originating summons. We are not prepared to quarrel with the decision, which, indeed, appears to be the logical result of the well-known case of *Re Busfield* (34 W. R. 372, 32 Ch. D. 123), though we believe that we are correct in stating that some learned judges have not taken so strict a view, and that, even since the decision in *Re Busfield*, many orders have been made allowing foreign service of notice of an order made on originating summons. We venture, however, to point out the inconveniences and anomalies attending the present position of matters. By R. S. C., ord. 16, r. 40, it is provided that, wherever in certain specified cases a judgment or order has been made affecting the rights or interests of persons not parties to the action, the court or a judge may direct that any persons interested in the estate shall be served with notice of the judgment or order, and that after such notice such persons shall be bound by the proceedings as if they had originally been made parties. In the case of proceedings commenced by writ, an order under the above rule can be obtained enabling service to be effected on persons interested who are out of the jurisdiction, so as effectually to bind them. It is common knowledge that orders are made daily in proceedings commenced by originating summons in which it is just as desirable to bind parties resident abroad as in the case of proceedings commenced by writ. Instead, however, of the plaintiff being able to obtain an order for service under ord. 16, r. 40, which has the effect of binding the party served, he must give notice to the party, and must either rely on the court treating such notice as sufficient or apply for an order dispensing with service. In November, 1893, the Rule Committee recognized the inconvenience of this by passing a rule which provided for an amendment of ord. 16, r. 40, so as to authorize service of notice of judgment on any party, whether within or without the jurisdiction. It is needless to remind our readers of the fate of that useful provision, together with the rest of the much-needed alteration in the rules affecting foreign service. We must be allowed to say that anything more unsatisfactory than the present condition of matters cannot well be imagined. And we venture to urge most respectfully on the Rule Committee that they should lose no time in once more grappling with the whole question of service out of the jurisdiction. The justice of the public demands in this respect was admitted eighteen months ago; and it is wholly unreasonable that demands admittedly just should remain unsatisfied. We are disposed to think that the committee would earn more gratitude from the profession if they would but take in hand this pressing requirement than they are likely to receive for any scheme of general revision of the rules. The profession, indeed, would view with perfect complacency the postponement of the question of revision to the Greek Kalends. On the other hand, the restraints and fetters on service out of the jurisdiction are the fruitful cause of daily complaints which are, in our judgment, entirely reasonable.

WE VENTURE to add yet another suggestion to those we have previously submitted to the consideration of the revisers of the Rules of the Supreme Court. Ord. 35, r. 18, provides that whenever an action is removed from a district registry to London the defendant shall give notice to the plaintiff of an address for service in London. We would suggest that the terms of this rule should be extended to the plaintiff as well as the defendant. It is a peculiarity of the rules as to district registry actions that the plaintiff is not required to give any address for service in London after the action has been removed to London. A plaintiff, wherever resident, may issue his writ of summons either in London or in a district registry. If he sues a defendant resident within the district in the registry of which he issues his writ, he is bound to give an address for service within the district, and if the defendant neither resides nor carries on business in the district, the plaintiff must further give an address for service in London (ord. 4, r. 3). A defendant who either resides or carries on business in the district must enter appearance in the district registry (ord. 12, r. 4), but he may remove the action as of right by giving notice of removal before delivering a defence and before the expiration of his time for doing so, whether the writ is specially-indorsed or not, except that if a summons is issued against him under order 14 he must wait until he obtains leave to defend (ord. 35, r. 13). Subject to that rule, either party may apply for an order removing the action to London (ord. 35, r. 16). It is obvious, therefore, that ord. 35, r. 18, is defective, for with these facilities for removing the action as of right, it is quite as important that a plaintiff suing in a district registry should be bound to give an address for service in London on removal of the action to London as that a defendant should be so bound. As a matter of fact, considerable delay and inconvenience is often occasioned by the defect to which we are referring. A

plaintiff who sues in a district registry does so because he prefers to have the action carried on in the district, and when the defendant removes the action to London the plaintiff is often reluctant to give any facilities to the defendant beyond what he is compelled to give under the rules. He frequently refuses to give an address for service in London. The defendant's London solicitor, therefore, must either carry on the action in London by sending all summonses, pleadings, &c, to the country for service, or he must apply for an order directing the plaintiff to give a London address for service. Such orders have been made, but it is not quite clear that there is jurisdiction to make them, seeing there is nothing in the rules to compel a plaintiff to give such an address. When a defendant removes an action to London all the original documents have to be sent by the district registrar to the Central Office so that the action may proceed in London (ord. 35, r. 20). It is obvious, therefore, that the plaintiff ought in such circumstances to give a London address for service, and that ord. 35, r. 18, ought to contain a clause to that effect.

On Friday in last week the question was raised before Mr. Justice North whether an attachment could be issued against a solicitor for his default in not paying the costs of a taxation. It will be remembered that the Debtors Act, 1869, in abolishing imprisonment for debt, excepts (*inter alia*), by section 4, sub-section 1, "default by a solicitor in payment of costs when ordered to pay costs for misconduct as such, or in payment of a sum of money when ordered to pay the same in his character of an officer of the court making the order." It was decided in *Re Rush* (L. R. 9 Eq. 147) that this exception applied to the case of a balance found due from a solicitor to his client upon the taxation of his bill of costs, and that the solicitor could be attached for non-payment of that balance. The point raised on the present occasion appears not to have been actually decided before. In *Re Hope* (L. R. 7 Ch. 523) a solicitor appealed from the refusal of his application to discharge the common order for the taxation of his bill of costs, and his appeal was dismissed, with costs. He failed to pay these costs when taxed, and Lord Romilly made an order for his attachment. Lords Justices James and Mellish discharged the order, on the ground that the costs of the appeal were due from the solicitor merely as an unsuccessful litigant, and not in his character of a solicitor within the meaning of sub-section 4. But in giving judgment Lord Justice Mellish said: "I do not say that, if a solicitor, in his character of a solicitor, were ordered to pay a sum of money, with costs, he would not be liable to be imprisoned for non-payment of the costs as well as of the original sum recovered." And Lord Justice James agreed that, in the case supposed, "the costs would be considered as included in the sum ordered to be paid." In the case before Mr. Justice North the solicitor had, out of moneys in his hands belonging to his client, retained the amount of his bill of costs, and had paid over the balance to the client. On the application of the client, an order was made for the taxation of the bill, and the order directed that the solicitor should, within four days after service, pay over the balance (if any) which should be found due from him on the taxation. The costs of the taxation were reserved. On the taxation the taxing master certified that a balance of £20 17s. was due from the solicitor. The client then obtained another order for the payment by the solicitor of the taxed costs of the taxation, and these costs were afterwards taxed at a considerable sum. The solicitor failed to pay either of these sums, and the client applied for leave to issue an attachment against him. On the authority of what was said by the Lords Justices in *Re Hope*, Mr. Justice North held that the attachment might issue for the non-payment of the costs of the taxation, as well as for the non-payment of the original balance found due from the solicitor.

Further evidence has been given before the House of Commons Committee on the Administration of Trusts by Mr. H. R. Boyce (manager of the Trust Department of the Trustees and Executors Corporation), Lord M'Laren, Judge Chalmers, Mr. Clarke (one of the chief clerks in the chambers of Kekewich, J.), and Lord Watson. From the evidence of Mr. Boyce it appears that his company has undertaken since its formation thirty-five trusts, only one of them being a discretionary trust. The remainder are simply cases of receiving money and applying it. In the case of a discretionary trust he said the directors would exercise the discretion after consulting with the family solicitor. Lord M'Laren thought that a trust company ought not to exercise a discretionary power without the authority of a judge. In either event the system would be more expensive that the present one, under which trustees are quite capable of exercising their discretion without reference either to a solicitor or the court. Lord M'Laren advocated some recognized form of official administration for cases where trustees could not be obtained, though he deprecated the undertaking of the actual work of administration by an official. He preferred the Scotch system of administration by judicial factors under the supervision of an official. For fifty years, he said, there had been absolutely no loss to beneficiaries through the default of judicial factors. Judge Chalmers naturally suggested the county courts as the proper authority for the administration of small trusts, though he pointed out that the larger county courts have already more work than they can well accomplish, and they would require further assistance. Mr. Clarke expressed an opinion that administration by a receiver and manager appointed by the court was not costly as a rule, though the expense did not depend very much on the size of the estate, and was therefore disproportionately heavy in the case of small estates. The creation of a public trustee, he pointed out, would mean a duplication of machinery, and, consequently, the incurring of unnecessary expense. Lord Watson disclaimed the notion that there was any call for a public trustee in Scotland. In that country, he said, there is no difficulty in finding persons capable of performing the functions of trustees. It was regarded as a social—very nearly, indeed, as a religious—duty to take charge of a deceased friend's estate. He was quite satisfied that the present method of administration was the best and cheapest that could be devised. He pointed out, as Lord M'Laren had done, that for small estates the system of administration by judicial factors afforded all the assistance that was required. So far the evidence does not seem to suggest that there is any considerable body of opinion in favour of substantially interfering with the present administration of trusts by private trustees.

The decision of Mathew, J., in the case of *Chartered Bank of India, Australia, and China* v. *Macfadyen & Co.* (reported in last week's issue) is of very considerable importance to commercial men, and especially to bankers, who may have in the course of their business to make advances under letters of credit. The defendants had given to a firm of merchants in Batavia a letter of credit for five thousand pounds to be availed of by drafts against produce bought and paid for but not immediately ready for shipment, but to be shipped within two months of the passing of the drafts, and the produce so bought was to be held under lien to the defendants until the shipping documents were ready for transmission to them; and the defendants undertook to accept and pay all bills drawn by the firm in conformity with the terms and conditions of the letter. This letter was shewn to the plaintiffs, who were bankers, and the plaintiffs discounted bills drawn by the firm in question although no produce had been either bought or paid for against which such bills could be drawn. When these bills were presented by the bank to the defendants for acceptance the defendants refused to accept the same, as they said they were only bound to accept against produce actually bought and paid for, that is, according to the terms and conditions of the letter. Upon the trial of this question of law the learned judge held that the contention of the defendants was right, and, consequently, the bank, so far, at least, as the defendants are concerned, must lose the sums advanced by them on these bills. The bank clearly have been led into their present difficulty by not sufficiently keeping in view the difference between an open letter of credit and a letter of credit with conditions expressed on the face of the letter itself. In the case of an open letter of credit it is quite clear

from the authorities that a *bonâ fide* holder of a bill drawn under it and taken by him under the faith of such letter has a right of action against the giver of the letter in case of his refusal to accept the bill. The cases of *Maitland* v. *The Chartered Mercantile Bank of India, London, and China* (38 L. J. Ch. 363) and *Re The Agra and Masterman's Bank* (15 W. R. 414, L. R. 2 Ch. 391) are good instances of the respective rights and liabilities of persons acting under such a letter of credit, and are authorities to shew that an open letter of credit is a contract made by the grantor of the letter with all the world, and is a representation or promise by the grantor to any person who complies with its terms, and who becomes in due course the holder of a bill drawn under it, that the bill will be duly honoured. The letter may be addressed to an individual, but if addressed to such individual with the object of being shewn to all the world, then those who act upon it have the advantage of an actual legal contract with the giver of the letter, as stated by BRETT, L.J., in the case of *The Union Bank of Canada* v. *Cole* (47 L. J. C. P. 100). On the other hand, if there be on the face of the letter itself, as in the case just decided by MATHEW, J., conditions to be complied with, then it is incumbent on those who may advance money on bills drawn under the credit to see that such conditions have been complied with, and if they do not do so they are advancing upon such bills at their own risk, and if the conditions have not in fact been complied with then they have no remedy against the giver of the letter in case he refuses to accept. This was very clearly laid down by Lord MANSFIELD in the case of *Mason* v. *Hunt* (1 Douglas, at p. 297) where he says: "An agreement to accept is but an agreement, and if it is conditional and a third person takes the bills, knowing all the conditions annexed to the bills, he takes subject to the conditions." So the case of *The Union Bank of Canada* v. *Cole* (*ubi supra*), decided by the Court of Appeal (BRAMWELL, BRETT, and COTTON, L.JJ.) in 1877, shews that where there are conditions on the face of the letter the performance of such conditions is a condition precedent to the right of persons discounting bills drawn under the letter to recover against the giver of the letter, and if any contract is created between such persons and the giver of the letter such contract is subject to such conditions. That case, therefore, really concludes the present case.

THE QUESTION raised in *Re Leng, Tarn* v. *Emmerson* (*ante*, p. 329), would, perhaps, have caused no difficulty, but for the tendency shewn in some of the cases to restrict unduly the effect of section 10 of the Judicature Act, 1875. That section provides that, in administration by the court of the assets of a deceased person whose estate is insufficient for the payment of his debts and liabilities in full, and in the winding up of a company whose assets are insufficient for the payment of debts and liabilities and the costs of the winding up, the same rules shall prevail (1) as to the respective rights of secured and unsecured creditors, (2) as to debts and liabilities provable, and (3) as to the valuation of annuities and future and contingent liabilities respectively, as are in force for the time being under the law of bankruptcy with respect to the estates of persons adjudged bankrupt. Upon this enactment questions have frequently arisen as to how far the law and practice in bankruptcy have been introduced into administration of insolvent estates by the court and into winding up. One object the Legislature had in view was to abolish the distinction with regard to proof of debts by secured creditors. In administration a secured creditor could both realize his security and prove for his debt (*Mason* v. *Bogg*, 2 My. & Cr. 443), provided he did not receive altogether more than 20*s.* in the £; and the same rule prevailed in winding up (*Kellock's case*, L. R. 3 Ch. 769). Hence it was said, somewhat too hastily, that this was the sole object of the section (*Lee* v. *Nuttall*, 12 Ch. D., p. 65; *Re Withernsea Brickworks*, 16 Ch. D. 337). But in *Mersey Steel and Iron Co.* v. *Naylor* (9 Q. B. D., p. 662) JESSEL, M.R., pointed out the error involved in so narrow a construction. By the express words of the section the Legislature have extended the law and practice of bankruptcy into the other departments in question, not only in respect of the respective rights of secured and unsecured creditors, but also in respect of "debts and liabilities provable," and effect must be given to these words quite independently of the operation of the section on the rights of secured creditors. In *Re Leng* the wife of the testator in the action had lent him money for the purpose of his business, and, consequently, by section 3 of the Married Women's Property Act, 1882, she would, in the event of his bankruptcy, have been debarred from proving against his estate in competition with his creditors. It seems sufficiently clear that this is a rule as to "debts and liabilities provable" which is in force under the law of bankruptcy, and which, therefore, by the express direction of section 10, is to be applied in the administration of an insolvent estate by the court. In point of fact the testator's estate was solvent so far as regarded debts, but was insufficient to pay in addition the costs of the action. In this respect there is a curious difference in the wording of the section in the case of administration and of winding up, the reference to costs being omitted in the former case, but the Court of Appeal got over the difficulty by observing that it was proper to remind liquidators that the costs of the winding up must first be deducted before it was known whether the estate was solvent or not; the court needed no such reminder as to the costs of an administration action. In the result, therefore, the estate was treated as insolvent, and the widow was postponed to the creditors.

THE SPECIAL LIST UNDER ORDER 14.

THE Special List under order 14 is undergoing some development, whether desirable or otherwise remains to be seen. When rule 8 first came into operation and the Special List was opened, the general idea was that, if a defence was raised of such a kind as to require a jury or a lengthened trial without a jury, the proper course was to give unconditional leave to defend and allow the action to proceed in the ordinary way, but not to insert the case in the Special List. The words of the rule entirely support this view: "A special list shall be kept for the trial of causes in which leave to defend has been given under this order, and in which the judge is of opinion that a prolonged trial will not be requisite," &c. The obvious purpose of the rule was to provide for a class of cases which were found in working to lie just outside the scope of chamber work, but which involved no question of fact or law of sufficient difficulty or importance to necessitate prolonged trial or extensive argument.

There had been various decisions restricting the scope of order 14, by deciding that unconditional leave to defend ought to be given to a defendant who could shew any substantial ground of defence. The cases on the point are numerous and varied, and it is not necessary to recapitulate them here. They may be divided into three classes: *First*, there were questions of fact which required trial by jury, such as allegations of fraud, or allegations raising any real doubt as to the actual relations which subsisted between the parties; *secondly*, questions of law which had not been definitely settled by authority, and questions of construction where there was a fair dispute between the parties as to the meaning of the document on which the claim was based; and, *thirdly*, there were minor disputes which had been held to entitle a defendant to leave to defend, but which were confined within a narrow compass, such, for example, as to whether all the goods had been delivered, or where there was denial of the contract, or questions of law or construction raised which might be promptly decided by a judge on argument or examination of the parties. The Special List was no doubt intended for cases of the last named class.

The decision of the Court of Appeal in *Langton* v. *Roberts* (10 Times Rep. 492) has made it impossible to restrict the scope of any case inserted in the Special List. In that case the defendant raised the defence before the master that the plaintiff, who sued on a bill of exchange, was not the *bonâ fide* holder for value. The master, on being asked to insert the case in the Special List, made an order to that effect, adding the words, "the sole question being whether the plaintiff is the *bonâ fide* holder for value." Mr. Justice GRANTHAM, who tried the case as a short cause, refused to allow the defendant to raise the further defence that the bill was overdue and dishonoured when the plaintiff took it, and that he therefore took it subject to all the equities attaching to it. The Court of Appeal remitted the action for trial, being clearly of opinion that when leave to defend was given there was no power to restrict the scope of the defence.

The effect of this case is to make the management of the Special List somewhat difficult. The masters have to confine the cases put into the Special List to those as to which they are "of opinion that a prolonged trial will not be requisite." Inasmuch, however, as a defendant may subsequently raise at the trial any defence he pleases, whether he has raised it before the master or not, there must necessarily be considerable difficulty in confining the Special List to the class of cases for which it was intended. It is no doubt due to this cause that we now find cases heard as short causes, some of which are tried with juries, and some of which, though tried without juries, not infrequently occupy the whole of the day set apart for the Special List.

The matter is one of some importance, because every insertion of a long case in a short cause list delays the parties in all the other short causes in the day's list, and deprives them of the advantage which they have a right to expect from having their case inserted in the Special List. They have clearly a right to expect that all the other cases inserted in the paper before their own shall be short causes also, and that the moment it is known that a case will require prolonged trial, it should be removed out of the way and be put into the general list. Unless some such system is adopted, we shall be within measurable distance of having the Special List under order 14 utilized as a short cut to trial of actions which have no claim to be regarded as short causes, to the prejudice of parties to actions inserted in the list which really are short causes.

CONTRACTS OF SERVICE.

The case of *Robb* v. *Green* (reported elsewhere), decided this week by HAWKINS, J., deals with an important question as to the nature of the obligation imposed on a servant by a contract of service. The plaintiff is the proprietor of the Liphook Game Farm, in Hampshire, and carries on a large business in the breeding of pheasants and other birds and in the sale of their eggs. In 1891 he engaged the defendant as manager of the business, and the engagement lasted till the end of 1893, when it was terminated in pursuance of notice to that effect given by the defendant. In the beginning of 1894 the defendant started in a similar business on his own account in Oxfordshire, and it subsequently transpired that, while in the service of the plaintiff, he had made a list of the names and addresses of the plaintiff's customers, and that he was using the list in order to solicit their orders for himself. The plaintiff alleged that his own business fell off in consequence, and he brought an action for an injunction and damages. In a considered judgment HAWKINS, J., held that he was entitled to both. He granted the injunction, and he assessed the damages at £150.

There seems to be nothing in the relation of master and servant to prevent the servant from setting up in business in competition with his master after the relation has ended, or even soliciting his former master's customers. If such conduct was in any case illegal, it would certainly be so in the case of a receiver and manager of a business appointed by the court; yet in *Irish* v. *Irish* (40 Ch. D. 49) NORTH, J., said it was impossible upon the sale of the business to restrain the former manager from doing business with the customers unless there was a contract to that effect, and, had it been necessary to go as far, he would have found great difficulty in restraining him from soliciting custom. There is, indeed, no more ground for interfering under such circumstances with a person who has been employed in the business than with a former owner of the business who has sold the goodwill. Each can at once set up a rival business, and each can try to gain for himself the customers of the existing business. The only way of avoiding such a result is to require a suitable stipulation to be included in the contract of service or entered into on the sale of the goodwill, as the case may be.

But though a servant may, upon the termination of his engagement, set up in business in competition with his former master, it does not follow that he can use for the purpose of that business information or materials which he has obtained in the course of his employment. Materials so obtained it seems he cannot use. This is settled by *Lamb* v. *Evans* (1893, 1 Ch. 218), where canvassers who had been employed by the proprietor of a trades directory to obtain advertisements from traders, and to supply the blocks and materials necessary for producing the advertisements, were restrained on the termination of their engagement from using the materials so obtained for the purposes of a rival publication. "What right," said LINDLEY, L.J., "has any agent to use materials obtained by him in the course of his employment, and for his employer, against the interest of that employer? I am not aware that he has any such right. Such a use is contrary to the relation which exists between principal and agent. It is contrary to the good faith of the employment, and good faith underlies the whole of an agent's obligations to his principal." And BOWEN, L.J., observed that, upon the circumstances of the case, the proper inference to be drawn was, that it was part of the understanding that the materials were not to be used otherwise than for the purposes of the employment in the course of which they were obtained. The case, indeed, is similar to *Tuck & Sons* v. *Priester* (19 Q. B. D. 629), where the defendant, who had been entrusted with a picture belonging to the plaintiffs for the purpose of making copies for them, made additional copies which he disposed of on his own account. It has held to be an implied term of the contract that he should not make any copies other than those ordered by the plaintiffs.

With respect to information acquired by a servant during his employment, a distinction must be made according as he has acquired it surreptitiously or in the ordinary course of his employment. If he has acquired it surreptitiously, he will not be allowed to make use of it for his own profit. In *Yovatt* v. *Winyard* (1 Jac. & W. 394) the plaintiff, who was the proprietor of certain veterinary medicines, engaged the defendant as his assistant, but he was not to be taught the way of making the medicines. The defendant surreptitiously got access to the book of receipts and copied them. Lord ELDON, C., granted an injunction to restrain him from using them, on the ground that there had been a breach of trust and confidence. And the same principle applies generally with respect to information which has been improperly obtained, as by taking advantage of a breach of duty or of contract on the part of the person to whom it had been originally confided. Thus, a man may not make use of information obtained from a clerk in a merchant's office who has obtained it from books of account to which he has access in the course of his employment (*Tipping* v. *Clarke*, 2 Hare, p. 393; *cf. Prince Albert* v. *Strange*, 1 Mac. & G., p. 45). Similarly in *Morison* v. *Moat* (9 Hare, 241) an injunction was granted to restrain the defendant from using a secret in the compounding of a medicine when he had acquired knowledge of the secret from a person who was breaking his contract in imparting such knowledge and was committing a breach of trust and confidence.

On the other hand, where information comes to a servant in the ordinary course of his employment, and he has entered into no special stipulation with regard to it, it seems probable that he is not debarred from making use of it on his own account after his contract of service has come to an end. That he may do so with regard to a trade secret upon the death of the discoverer of the secret was determined in *James* v. *James* (L. R. 13 Eq. 421), and there are considerations which shew that the same rule applies in all cases. The information is not like materials which have been obtained for the purpose of the employer's business, and which can and ought to be delivered up to him. It is knowledge acquired by the servant without any breach of trust or confidence, and when the engagement terminates he cannot divest himself of it. It has become part of his mental equipment, which he is now entitled to turn to his own profit, unless he is prevented from so doing by express stipulation. The decision of JESSEL, M.R., in *Reuter's Telegram Co.* v. *Byron* (43 L. J. Ch. 661) has been adversely criticized, and on the particular facts of the case it may have been incorrect. The defendants, who had been agents for the plaintiff company, and had in the course of the agency obtained the cyphers used in telegraphic despatches, claimed to use them after the agency had terminated. The Master of the Rolls declined to interfere with such user, on the ground that the defendants could not, in the absence of a contract express or implied, be restrained from making use of knowledge acquired while the relation of principal and agent subsisted after

that relation had terminated. Assuming that the defendants could have remembered all the cyphers, this reasoning supports the view taken above. But in fact the cyphers were over a thousand in number, and the defendants must have relied on the copies they had in their possession. Thus the case is really an instance of the rule stated above, as to the use of materials obtained in the course of the employment.

Another instance of a similar nature is afforded by *Helmore* v. *Smith* (*No.* 2) (35 Ch. D. 449), where a person who was clerk to a firm of coal merchants had a list of customers given him to be used in the service of the firm. Upon being dismissed, he took this list with him, and, having set up in business on his own account, he used it for the purpose of soliciting the customers of the firm. The decision of the case did not call for notice of this conduct, but both COTTON and BOWEN, L.JJ., expressed strong disapproval of it. "My decision," said the former, "does not turn on this fact, but it must not be supposed that I do not strongly disapprove of such conduct." And BOWEN, L.J., observed: "It must not be assumed that such conduct was honest or legal; nor could I sit by and allow it to go forth to the world that I countenance the doctrine that the confidential information received by a servant to advance his master's business may be used afterwards by him to advance his own business to the injury of his master's interests. It is part of the implied contract between the master and the servant that such confidential information is not to be used to the master's disadvantage."

These last words appear to be opposed to the view suggested above, that the servant is, after his employment is ended, entitled, in the absence of stipulation to the contrary, to use information properly obtained which has become part of his mental equipment. Whether he may really do so or not will possibly be determined by some future case. But it is an easy deduction from the considerations already set forth that he may not deliberately make use of his means of access to his master's books, and copy for future use the information he there finds. His employment makes it necessary for him to consult the books, and he may thus become familiar with the matter they contain. This is the natural result of his attention to his master's business. But so soon as he sets himself to copy that information for his own use he is no longer acting in the course of his employment. On the contrary, he is acting in violation of his duty towards his master. That duty is defined by HAWKINS, J., as consisting especially in the following three points:—The servant must honestly and faithfully serve his master; he must not abuse his confidence in matters appertaining to his service; and he must by all reasonable means in his power protect his master's interests in respect to matters confided to him in the course of his service. The second point is enough for the present purpose. The servant must not abuse his master's confidence in matters appertaining to his service. Since the relation of master and servant must be treated as purely one of contract, legal effect can only be given to this duty by implying a corresponding term in the contract. It is an implied stipulation that the servant shall not abuse his master's confidence. In *Robb* v. *Green* the defendant abused his employer's confidence by using for his own purposes the list of customers to which he only had access for his employer's purposes. He committed, therefore, a breach of the term implied in his contract of service, and for this breach damages were given against him.

The foregoing statement of the authorities shews that the relation of master and servant is treated as a relation of confidence. In the course of the employment the servant obtains materials or information to the advantage of which the master is exclusively entitled, and in strictness it follows that the servant is debarred from making use of these materials or this information to his own profit and the master's loss, whether during the employment or after it has terminated. Such use may be treated as a breach of confidence and actionable on this ground, but it is technically more correct to treat it as a breach of an implied stipulation that the servant shall not abuse his master's confidence. Probably there is an exception with regard to information which the servant, in good faith and without any special regard to his own profit, obtains in the course of his employment, and this he may be entitled to use. The case of *Trego* v. *Hunt* (*ante*, p. 283), where a partner was held to be entitled to take lists of customers, although on the termination of the partnership he was to have no interest in the goodwill, differs from *Robb* v. *Green* in one important point. The relation of partners is doubtless, like that of master and servant, a relation of confidence, but the information at the command of the firm belongs, during the continuance of the partnership, to all the partners. It is possible, therefore, to hold that a partner commits no breach of confidence by making such use of it as will facilitate his lawful competition with the other partners after the partnership has come to an end.

LEGISLATION IN PROGRESS.

LAW OF EVIDENCE.—The Evidence in Criminal Cases Bills have been considered by the House of Lords Standing Committee. On clause 1 of Lord HALSBURY'S Bill (person charged with offence, and wife or husband, a competent witness), Lord RUSSELL OF KILLOWEN pointed out that sub-section (*a*) provided that the person so charged should not be called as a witness without his consent. Supposing two persons, A. and B., jointly charged with an offence. B.'s defence was that he was not present when the offence was committed. Why should he not be at liberty to compel A. to go into the box and testify to that effect? The only objection that he could see to that was that A., as the person who committed the offence, might incriminate himself. He did not think that ought to outweigh B.'s right to be acquitted. Lord HALSBURY said he was not sure that if all objections to this proposal were got rid of he should not concur in the view of his noble and learned friend, but as things were it would kill the Bill to make a prisoner a compellable witness. The Lord Chancellor thought it was better not to depart from the principle that the witness should be a voluntary witness only. The clause was agreed to. Lord MORRIS moved to omit clause 4, which provides that the Bill shall not extend to Ireland. Lord HALSBURY pointed out that the reason for excluding Ireland was the hostility of the Irish members. They had blocked the Bill for five years, and thus the practical reason for not including Ireland in the Bill was that her inclusion would prevent the Bill from becoming an Act of Parliament. A division was taken, and there voted 13 for the clause and 12 against. Lord MORRIS gave notice that in consequence of the narrow majority he should take the opinion of the House on the amendment at a later stage. The Bill, together with its counterpart, Lord HERSCHELL'S Bill, was ordered to be reported without amendment to the House.

MORTGAGEES' COSTS.—Lord MACNAGHTEN, in moving the second reading of the Mortgagees' Costs Bill in the House of Lords, remarked that it dealt with a technical point in the law relating to mortgagees, and that its object was to do away with a rule which, he thought, was due to over-refinement on the part of Chancery judges. In cases of money raised on mortgages a person had, of course, to pay the costs of the mortgagee for investigating the title and completing the mortgage; but if the mortgagee happened to be a solicitor the court declared that he was not to receive any remuneration for his labour. The same rule applied after the mortgage was completed. He thought their lordships would agree that the rule was unreasonable; moreover, it was easily evaded, it was rarely put in force unless there was ill-will between the parties, and it led to more expense than it saved. The Lord Chancellor said he had no objection to the second reading of the Bill, but it had been pointed out to him that other professional men than solicitors were unable to obtain their charges when they became mortgagees, and he could see no reason why the Bill should not be extended to them also. Lord MACNAGHTEN said that there was this distinction in the matter—that provision was made for taxing the costs of solicitors, which did not apply to other professional men, and, solicitors being officers of the court, it was more easy to deal with the question of costs in their cases than in those of other persons. The Bill was read a second time.

OFFICERS OF THE SUPREME COURT.—The memorandum prefixed to the Supreme Court (Officers) Bill, which has been introduced by the Home Secretary, explains that the object of clause 1 is to strengthen the safeguards in the existing law against the making of unnecessary appointments. By section 21 of the Supreme Court of Judicature Act, 1881, it is provided that, upon the occurrence of any vacancy in the office of any officer of the Supreme Court, notice thereof shall be forthwith given to the Lord Chancellor and also to the Treasury, and no appointment shall be made to fill such vacancy within the period of one month next after the date of such notice without the assent of the Lord Chancellor, given with the concurrence of the Treasury; and the Lord Chancellor may make provision for the temporary discharge of the duties of the office. Clause 1 of the Bill proposes that the section shall have effect as if the words "within the period of one month next after the date of such notice" were omitted; and, further, that the provision to be made by the

Lord Chancellor shall be made with the concurrence of the Treasury, and shall extend to making provision for the permanent discharge of the duties of the office without making a fresh appointment. The effect, therefore, will be that the Lord Chancellor and the Treasury, acting in concert, can prevent the filling up of any vacancy, and make provision in some other manner for the performance of the duties attaching to the office. The necessity for clause 2 is said in the memorandum to arise out of the fact that doubts have recently been raised whether Orders in Council regulating the civil service apply to the legal departments. The clause proposes that the following matters relating to the officers of the Supreme Court shall be regulated by order to be made by the Lord Chancellor, subject, in any regulation affecting the expenditure of public funds, to the concurrence of the Treasury:—(*a*) the number, qualifications, style, classification, duties, transfers, and attendance of those officers; (*b*) the amalgamation of two or more offices, or the distribution of the duties of an officer among two or more officers; (*c*) holidays, sick leave, and the temporary employment of substitutes; and (*d*) promotion, succession, age for retirement, and removal. Any order made under the section may be made to apply to any officer, whether appointed before or after the passing of the Act, except that an order as to retirement or removal shall not apply to any officer appointed before the passing of the Act who holds office by statute during good behaviour. The memorandum states that orders based on similar principles to those recently laid down for the civil service are intended to be issued as soon as the power to make such orders is given. Clause 3, which proposes to abolish the office of Queen's Remembrancer, is introduced in pursuance of undertakings frequently given in the House of Commons when the Estimates have been under discussion; although, in fact, the office has for a considerable number of years been virtually abolished by consolidation with that of Senior Master of the Supreme Court. The Bill has been read a first time in the House of Commons.

PERJURY.—On the motion for the second reading of the Perjury Bill in the House of Commons, objection was taken that it was not merely a consolidating Bill, but created a new offence. The Attorney-General said that he had explained on a former occasion that, inasmuch as the Bill attempted the codification of about 150 statutes, it could not be affirmed that it was purely and simply a consolidation Bill. It was for the purpose of making it a purely consolidation Bill that he proposed to refer it to the Statute Law Revision Committee and to withdraw from it anything that was considered controversial. The Bill was read a second time.

DISTRESS.—The Distress Bill (see *ante*, p. 312), which has passed the House of Lords, has been read a second time in the House of Commons.

ROYAL ASSENT.—On the 28th ult. the Royal Assent was given to the Consolidated Fund (No. 1) Act, and the Australian Colonies Customs Duties Act.

REVIEWS.

BOOKS RECEIVED.

The Parish Councillor: Being a Concise Description of his Powers, Duties, and Liabilities under the Local Government Act, 1894. By F. ROWLEY PARKER, Solicitor and Parliamentary Agent. Knight & Co.

Report of the Seventeenth Annual Meeting of the American Bar Association, held at Saratoga Springs, New York, August 22-24, 1894. Philadelphia: Dando Printing and Publishing Co.

Professional Accountants: An Historical Sketch. By BERESFORD WORTHINGTON. Gee & Co.

The Law Quarterly Review (April, 1895). Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. Stevens & Sons.

CORRESPONDENCE.

SERVICE OUT OF THE JURISDICTION OF NOTICE OF ORDER ON ORIGINATING SUMMONS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I notice that the Court of Appeal in the case of *Re Cliffe, Edwards* v. *Brown* upheld the decision of Mr. Justice North that, in cases where parties were abroad who would have been served with notice of an administration judgment if within the jurisdiction, should be served personally by letter or otherwise with the administration order, and that upon proof that the matter had been brought to the knowledge of these parties the court would be able to act in their absence, but that there was no jurisdiction to make an order for leave to serve the notice out of the jurisdiction.

I shall be glad to know what will be the correct practice for the future in serving notices of such orders on parties abroad, and whether it will be necessary to indorse on the notice a memorandum in the form No. 28, Appendix G, as provided by ord. 16, r. 43, and, if so, whether the time within which the parties may apply to the court to add to or vary the order will be fixed by the chief clerk verbally, or how otherwise; the practice up to the present having been to fix this time by the order giving leave to serve the notice abroad (see Seton, 5th ed., p. 280).

The above decision of the Court of Appeal confirms the practice which to my knowledge has been followed for the last three years in the Palatine Court of Lancaster, where notices of administration judgments have been served without leave in other parts of England outside the county of Lancaster, although in cases of writs of summons issued out of that court it is necessary to obtain, under the Palatine Acts, the leave of the Court of Appeal for service in any part of England outside the county of Lancaster.

ARTHUR S. MATHER,
Law Association-buildings, 13, Harrington-street,
Liverpool, April 2.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

ORDER OF COURT.

Monday, the 1st day of April, 1895.

Whereas, upon my request the Honourable Mr. Justice Wright has, with the concurrence of the Lord Chief Justice of England, consented to sit and act as an additional judge of the Chancery Division for the purpose of hearing any causes or matters which may be assigned to him by me. I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do, pursuant to the Supreme Court of Judicature Act, 1884, s. 5, hereby order that the several causes and matters which have been transferred for trial or hearing only to Mr. Justice Romer, be assigned to Mr. Justice Wright, for the purpose of hearing the same or any application connected with such hearing, and be marked in the Cause Books accordingly. And, I do further order that such of the said causes or matters as shall not have been disposed of, or partly dealt with by the said Mr. Justice Wright before the commencement of the next Easter Sittings, be then re-transferred, without further order, to the said Mr. Justice Romer. And this order is to be drawn up by the registrar, and set up in the several Offices of the Chancery Division of the High Court of Justice.

HERSCHELL, C.

THE OFFICIAL SOLICITOR.

ORDER OF COURT.

Saturday, the 30th day of March, 1895.

Whereas, in order to make temporary provision for the discharge of the duties of the office of official solicitor to the Supreme Court, now vacant owing to the death of Mr. Henry Leigh Pemberton, I have requested and authorized Mr. Douglas Garth, one of the solicitors of this court, to act as such official solicitor during such vacancy. And, whereas, the said Mr. Henry Leigh Pemberton, as the official solicitor of the Supreme Court, has been named as next friend or guardian *ad litem* in various causes and matters now pending, I, Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do order that the said Mr. Douglas Garth, during the vacancy in the office, and the new solicitor to the Supreme Court when appointed, be appointed under the official title of "the official solicitor," to act as next friend or guardian *ad litem*, in the place of the said Mr. Henry Leigh Pemberton, deceased, in all causes or matters now pending in which the said Mr. Henry Leigh Pemberton has been named next friend or guardian *ad litem*, in his capacity of official solicitor. And this order is to be drawn up by the registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

HERSCHELL, C.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Friday, the 29th day of March, 1895.

I, Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby transfer the actions mentioned in the schedule hereto to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice STIRLING (1894—K.—No. 803).

Between James Kirk (Plaintiff) and the Bristol Empire Palace of Varieties Limited (Defendant).

Mr. Justice CHITTY (1895—L.—No. 628).

Between Anne Phoebe Lovering (Plaintiff), and Catherine Black, the wife of Peter Blair Black, the said Peter Blair Black, Arnold Elworthy

Williams, Sidney John Montagu, The Victoria Steamboat Association Limited and William Lee Beardmore (Defendants).

Mr. Justice NORTH (1895—L.—No. 570).

Between George Lovibond (Plaintiff), and La Construction Limited, The Brewers' and General Fire Insurance and Guarantee Corporation Limited, and Messrs. Paddison, Fullilove and Company (Defendants).

Mr. Justice KEKEWICH (1895—H.—No. 497).

Between Edwin Hughes (Plaintiff), and the House Investors' Corporation Limited (in liquidation), Sadler Long, and John James Pakes (Defendants).

Mr. Justice CHITTY (1895—S.—No. 338).

Between Charles Savage (Plaintiff), and the Medical Electrical Institute Limited (Defendant).

Mr. Justice NORTH (1895—R.—No. 182).

Between Alfred Ross (Plaintiff), and the Medical Electrical Institute Limited and another (Defendants).

Mr. Justice KEKEWICH (1895—F.—143).

Between Richard Furber (Plaintiff), and The Medical Electrical Institute Limited (Defendant).

HERSCHELL, C.

CASES OF THE WEEK.

Court of Appeal.

BLACK *v.* DAWSON—No. 1, 2nd April.

PRACTICE—WRIT—SERVICE OUT OF JURISDICTION—APPLICATION TO SET ASIDE SERVICE—R. S. C., XII., 30—JUDICATURE ACT, 1894 (57 & 58 VICT. c. 16), s. 1, SUB-SECTION 4.

The plaintiff having obtained leave *ex parte* from the judge at chambers to serve the writ of summons out of the jurisdiction, the defendant, who was served accordingly, moved, under ord. 12, r. 30, in the Divisional Court to set aside the order giving leave to serve and the service of the writ. The Divisional Court held that it was an appeal upon a matter of practice and procedure within the meaning of section 1, sub-section 4, of the Judicature Act, 1894, and that the motion must be made in the Court of Appeal. The case was mentioned to the Court of Appeal.

Lord ESHER, M.R., said that they had consulted the other members of the Court of Appeal as to the practice to be followed in the future in such cases. The order of the judge at chambers giving leave to serve the writ out of the jurisdiction was a step in the procedure, and if he had refused leave an appeal would lie here upon leave to appeal being obtained. The learned judge having given leave to serve the writ out of the jurisdiction, the proper course for the defendant, who objected to the order, was to apply to the judge at chambers to set aside the order and the service, and not to move in the Divisional Court or in this court, and then an appeal would lie with leave to this court.

LOPES and RIGBY, L.JJ., concurred.—COUNSEL, *Joseph Walton*, Q.C., and *A. J. Walter*; *Crump*, Q.C., and *Arthur Russell*. SOLICITORS, *Faithfull & Owen*; *Lattey & Hart*.

[Reported by W. F. BARRY, Barrister-at-Law.]

"THE SATANITA"—No. 1, 29th March.

ADMIRALTY—COLLISION BETWEEN YACHTS—DAMAGE—STATUTORY LIMITATION—CONTRACT—MERCHANT SHIPPING ACT, 1862, s. 54.

This was an appeal from the judgment of Bruce, J., sitting as the judge of the Admiralty Court. The action was brought by the Earl of Dunraven, the owner of the yacht *Valkyrie*, against Mr. Clarke, the owner of *The Satanita*, to recover damages sustained by reason of a collision of *The Satanita* with *The Valkyrie* in the River Clyde, which resulted in the sinking of the latter yacht. The collision took place whilst the two yachts were cruising about preparatory to starting for the fifty mile race at the regatta of the Mudhook Yacht Club on the Clyde. It was admitted that *The Satanita* had improperly failed to keep out of the way of *The Valkyrie*, and also that the collision occurred without the actual fault or privity of the owner of *The Satanita*. The only question was whether the plaintiff could recover as damages the whole amount of the loss sustained by him, which was alleged to be about £8,000, or whether the liability of the defendant was limited by section 54 of the Merchant Shipping Act, 1862, to £8 per ton of the tonnage of *The Satanita*. On this latter basis the amount recoverable would have been £952 7s. 4d., which sum the defendant had paid into court. The determination of this question depended on whether the statutory provision was ousted by the rules of the Yacht Racing Association, under which the regatta was held. By the entry forms, signed by the captain of *The Valkyrie* and by the owner of *The Satanita*, the owners undertook to obey and to be bound by the sailing rules of the Yacht Racing Association, which rules were, by the bye-laws of the Mudhook Yacht Club, to govern all the matches of the regatta. By rule 24: "If a yacht, in consequence of her neglect of any of these rules, shall foul another yacht or compel another yacht to foul, she shall forfeit all claim to the prize and shall pay all damages." By rule 32: "Any yacht disobeying or infringing any of these rules, which shall apply to all yachts, whether sailing in the same or different races, shall be disqualified from receiving any prize she would otherwise have won, and her owner shall be liable for all damages arising therefrom." It was admitted that at the time of the collision the yachts were amenable to the sailing rules. Section 54 of the Merchant Shipping Act, 1862, provides that "the owners of any ship shall not be answerable in damages in respect of loss or damage to ships, goods, or merchandise to an aggregate amount exceeding £8 per ton of the ship's registered tonnage, if it occur without their actual fault or privity." Bruce, J., gave judgment for the defendants, and the plaintiffs appealed.

THE COURT (Lord ESHER, M.R., and LOPES and RIGBY, L.JJ.) allowed the appeal.

Lord ESHER, M.R., said that, although the action had been brought in the Admiralty Court, it really depended on an allegation that *The Satanita* had broken one of the rules of the regatta in which *The Satanita* and *The Valkyrie* were contesting, and had thereby damaged *The Valkyrie*. The question was whether there was any contract between the two owners by which the owner of *The Satanita* could be sued by the owner of *The Valkyrie* for the damage caused by that breach of the rules. It was clear that there was such a contract. The way in which the owner of *The Satanita* undertook that obligation was this: The regatta committee offered prizes for sailing matches. They promulgated certain rules, and said, in effect, that if yachts sailed in their matches the owners must submit to their conditions. One of the conditions was that the owners of competing yachts must enter into an obligation with each other that if by breach of the committee's rules one competing yacht did damage to another, the owner of the offending yacht must make good the damage so done. If that was so, when the yachts entered for a race, but not till then, that relation was created between the owners of the yachts. The rules of the regatta contained other conditions with regard to the sailing matches between the yachtowners and the regatta committee; but the fact of the relation with the committee did not do away with the relation between the owners of the various yachts. The defendant therefore had entered into a relation which contained an obligation with the plaintiff that if by a breach of any of the rules the plaintiff's yacht was damaged the defendant would make good that damage. It was admitted that the defendant had broken one of the rules, and the consequence was that the plaintiff's yacht had been sunk. Now the question was what damages the defendant was liable for? The defendant had entered into a relation with the plaintiff under the rules of the regatta, but the relation was different from that which existed between the owners of two ships sailing on the ocean, and which depended upon the ordinary laws of navigation. In this case, therefore, the court had not to apply the ordinary law, but had to construe the rules of the regatta, which the yachtowners had agreed should be binding upon them whilst they were engaged in the regatta. Rule 32, which was the governing rule in this case, provided that in the case of a yacht disobeying or infringing any of the rules "her owner shall be liable for all damages arising therefrom." Now that clearly was not an obligation undertaken by the yachtowners solely with the committee, for if one of the yachts ran into another, how could there be any damage to the committee, which had no interest in any of the yachts except that it had undertaken to give a prize to the winner? If not the committee, who, then, could claim damage under that rule? Clearly the owner of the yacht which had been damaged while sailing in the regatta. If rule 24 were looked at it was obvious that that was the meaning. "If a yacht, in consequence of her neglect of any of these rules, shall foul another yacht, she shall . . . pay all damages." What was the meaning of these words? If it had been simply "shall pay damages" the rule would have been futile, because by the ordinary law, in a case of negligence, the owner would be liable to pay damages. No reason could be suggested for the use of the word "all" except that it must have meant all damage caused to the owner of the yacht fouled by reason of the injury. But the rule only gave compensation to the yachtowner, not to other persons. Further, if the yachtowner chose to take such things as his wife's jewellery on board he could not recover for that, as it was not in the comtemplation of the parties. The word "all" could not be construed in any way but that of saying that its effect was to do away with the statutory limitation of damage. There was, moreover, a reasonable foundation for the rule, for the yachts were to be steered in the races by their owners or other amateurs, and the various competitors had, therefore, not the same means of judging of their sailor-like capacity as they would have if the yachts were to be sailed by certificated masters. The rule as to all damages was, therefore, a reasonable rule, otherwise, in the case of a large and valuable yacht being sunk by a yacht of small tonnage, the owner would get practically no compensation. For these reasons his lordship was of opinion that the decision appealed from was wrong, and that the plaintiff was entitled to recover compensation for all the damage sustained by him.

LOPES and RIGBY, L.JJ., concurred. Appeal allowed.—COUNSEL, *Sir W. Phillimore*, *Joseph Walton*, Q.C., and *L. L. Batten*; *Sir R. Webster*, Q.C., *Pollard*, and *Colville*. SOLICITORS, *Waltons, Johnson, Bubb, & Whatton*; *Thomas Cooper & Co.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

CHILTON *v.* PROGRESS PRINTING AND PUBLISHING CO. (LIM.)—No. 2, 2nd April.

COPYRIGHT—INFRINGEMENT—SPORTING PAPER—SELECTIONS OF WINNERS OF HORSE RACES.

Appeal from a decision of Kekewich, J. The plaintiff was the registered proprietor of a sporting journal entitled *Chilton's Special Guide*, which was published every Monday morning during the racing season. In each issue there appeared a statement of what horses were, in the plaintiff's opinion, likely to win races during the week. On Monday, the 13th of August, 1894, *e.g.*, the plaintiff, under the heading "One-Horse Selections," published the names of two horses as follows:—"Tuesday—Keelson"; "Wednesday—Priestholme." The plaintiff's paper was published at the price of one shilling. The defendant company published a sporting paper or card on every day on which a race meeting was held. This paper, which was called *Sporting Snips*, and was published at one

penny, contained a statement of the horses selected by the plaintiff and other persons as likely to win races. Thus, *e.g.*, on Tuesday, the 14th of August, 1894, there appeared in the *Sporting Snips*, under the heading "The 'Specials' One-Horse Finals," "Chilton—Keelson"; and in the issue for Wednesday, the 15th of August, "Chilton—Priestholme." Lord Russell, C.J., sitting as vacation judge (see 38 SOLICITORS' JOURNAL, 761), and Kekewich, J. (see 43 W. R. 136) refused an injunction. The plaintiff appealed, and contended that his work was proper subject-matter for copyright, and that his copyright had been infringed. Counsel for the respondents were not called upon.

THE COURT (LORD HALSBURY and LINDLEY and A. L. SMITH, L.JJ.) dismissed the appeal.

LORD HALSBURY said that he entertained no doubt on the subject. The complaint really was that the defendants had published the fact that the plaintiff had expressed an opinion that a particular horse would win a certain race. It was idle to say that what was sought to be protected was in the nature of literary composition. There was nothing like copyright in the expression of opinion. [His lordship referred to the preamble to the Copyright Act, 1842, and to the definition of copyright in that Act, and continued:—] There was nothing in this case which came within the subject-matter or the words of the Act. As to infringement, though it was very difficult to define exactly what infringement was, he thought there was no infringement in this case. The judgment of Jervis, C.J., in *Sweet* v. *Benning* (3 W. R. 519, 16 C. B. 481) was founded on reasoning with which it was impossible to disagree. In the present case there was no copyright, and there was no infringement.

LINDLEY and A. L. SMITH, L.JJ., concurred.—COUNSEL, *Warmington*, Q.C., and *Waggett*; *Marten*, Q.C., and *Gatey*. SOLICITORS, *Chester & Co.*, for *Crofton & Craven*, Manchester; *J. Amery Parkes*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

High Court—Chancery Division.

Re **DUCHESS OF LEEDS, MOWBRAY** *v.* **CARMARTHEN**—Stirling, J., 30th January and 15th March.

WILL—CONSTRUCTION—ANNUITY—MODE OF PAYMENT—AMOUNT TO BE SET ASIDE TO ENSURE PAYMENT.

This was an originating summons raising the question how certain annuities were to be paid as between tenant for life and remainderman. A testatrix by her will gave to R. K. an annuity of £50 for his life and to E. C. an annuity of £100 for his life, "for payment whereof a competent sum shall be invested in my executors' names in the Consolidated 3 Per Cent. Annuities," then she made a gift of an annuity of a different nature, and after a devise of real estate she gave the residue of her personal estate to trustees upon trust for conversion, and after payment out of the proceeds thereof of her funeral and testamentary expenses, and debts, and legacies given by her will and any codicil thereto, to pay the clear residue remaining after such payments as aforesaid to the trustees of the testatrix's real estate to be held by them upon the trusts thereinbefore declared concerning the same. Then she declared that the income arising from every part of her residuary personal estate until sale should be applied as if the same were income arising from stocks, funds, and securities acquired under the power of *interim* investment given in relation to the clear residue of her residuary personal estate. The testatrix died in 1874. No investment in Consols had ever been made to answer the annuities given by the will. One annuitant was now dead and the other very old. Part of the proceeds of the residuary personal estate had been paid over to the trustees of the real estate, but part, owing to difficulties of realization, still remained *in specie*. Upon a summons asking whether the annuities were payable out of income or capital, or partly out of income and partly out of capital,

STIRLING, J., said that it was a matter of some surprise to him to find that there was so little authority on the subject, but he thought that in the case before him there was a sufficient indication of the manner in which the annuities were to be borne without it being necessary for him to lay down a general rule. It was clear that the obligation to pay the annuities was imposed on the executors, and consequently they were bound to retain in their hands an amount of personal estate sufficient to make it practically certain that the annuities would be fully paid, and not necessarily out of income alone. That was the conclusion which North, J., came to in *Re Perry, Scott* v. *Leak* (42 Ch. D. 570) after carefully reviewing all the authorities. The executors must retain such a sum as would, partly by means of income and partly by means of capital, be sufficient to provide for payment of the annuities, and his lordship was of opinion that the amount of such sum was the sum that the Commissioners of the National Debt would accept in consideration of the grant of annuities of the amounts specified, plus 4 per cent. of such sum to cover the risk of any possible alteration in the value of Consols.—COUNSEL, *Buckley*, Q.C., and *Ingpen*; *Graham Hastings*, Q.C., and *E. C. Macnaghten*. SOLICITORS, *Fooks, Chadwick, Arnold, & Chadwick*; *Laws & Co.*

[Reported by ARTHUR MORTON, Barrister-at-Law.]

PRINSEP *v.* **BELGRAVIA ESTATE (LIM.)**—Stirling, J., 20th, 21st, and 30th March.

NUISANCE—ARTIFICIAL WORK—WATER.

This was an action by the plaintiff to restrain the defendants, a firm of builders, from carrying on their building operations on a plot of land adjoining the plaintiff's dwelling-house in such a manner as to cause loss and damage to the plaintiff under the following circumstances. In the course of their building operations, the defendants in November last had excavated the plot of land aforesaid to a considerable, but not an unusual, depth in such a manner that the floor of the excavation sloped towards the wall of the plaintiff's house. About that time very heavy falls of rain occurred, with the result that that part of the excavation adjoining the plaintiff's premises was flooded, and the water percolated through into the basement of the said premises, and flooded it to the depth of two or three inches. The plaintiff alleged that the flooding of her premises was due to the negligence of the defendants in so excavating their plot of land as to make the floor of the excavation slope towards her house, and she sought an injunction to restrain them from continuing to carry on their work in that manner. The defendants denied negligence on their part, and said that the slope of the floor aforesaid towards the plaintiff's property was the necessary consequence of a cartway they had constructed in order to enable carts to go down into, and to come out of, the excavation. They further alleged that their building operations could not be properly and effectively carried out without the said cartway. As a matter of fact, the injunction was never granted, the wet weather having passed away, and with it all damage and inconvenience to the plaintiff occasioned thereby. The case was argued before Stirling, J., on the 20th and 21st of March, the question for his lordship's decision being one of costs.

March 30.—STIRLING, J., after stating the facts, said that he was simply required now to dispose of the costs of the action, seeing that all necessity for granting an injunction had passed away, but in order to decide the question of costs it was necessary to go into the merits of the case. The first point was what principle of law ought he to apply. The plaintiff rested her case on *Broder* v. *Saillard* (24 W. R. 1011, 2 Ch. D. 692), and alleged that the defendants had erected and maintained "artificial" erections, &c., on their land. In his lordship's opinion that was not so. The operations were conducted with a view to the natural enjoyment of the land, and nothing more. The land was building land in London, the defendants' sole object was to build a house, their building operations were of the usual description, and that, in his lordship's opinion, did not constitute an "artificial" state or use of the land within the meaning of *Rylands* v. *Fletcher* (3 H. L. 330). His lordship also referred to the cases of *Wilson* v. *Waddell* (2 App. Cas. 95) and *West Cumberland Iron and Steel Co.* v. *Kenyon* (11 Ch. D. 782). The next question was that of negligence. If the defendants had carried on their building operations without care and with negligence, although the operations in themselves were right and proper, they would nevertheless, as a matter of course, be liable for loss or damage occasioned thereby. The affidavits on that point were very contradictory, and it was impossible to come to any definite conclusion on the evidence before him, and, therefore, he would make no order as to costs.—COUNSEL, *E. Ford*; *S. Dickinson*. SOLICITORS, *Darley & Co.*; *Broughton, Norton, & Broughton*.

[Reported by ARTHUR MORTON, Barrister-at-Law.]

Winding-up Cases.

MARWICK *v.* **THURLOW**—Vaughan Williams, J., 3rd April.

COMPANY — PRACTICE — DEBENTURE-HOLDER'S ACTION — DECLARATION OF CHARGE—INQUIRIES—WINDING UP—OFFICIAL RECEIVER AND LIQUIDATOR.

In this case a question arose as to whether the minutes of judgment in a debenture-holder's action in a short cause, the defendants not appearing or consenting, ought or ought not to contain a declaration that the debenture-holders are entitled to a charge on the assets. In the case of *Charlwood* v. *The Leasehold Investment Co.* (39 SOLICITORS' JOURNAL, 316), which was an action by a debenture-holder for the purpose of having debentures enforced against the assets of the company, the plaintiff moved for judgment according to minutes containing a declaration that the debentures constituted a charge on the property of the company, and Vaughan Williams, J., said that it was not his practice to make such a declaration, and that the minutes must be amended accordingly. In the present case the defendants, the trustees of the debenture trust-deed, had consented in writing to the minutes of a proposed judgment containing a declaration of charge, and the official receiver and liquidator of the company, which was being wound up by the court, had given his verbal consent. The debenture-holder's action was commenced after the winding up.

VAUGHAN WILLIAMS, J., said that he would not at present make a declaration of charge, but would order the trusts of the deed to be carried into execution and direct the inquiries asked for. His lordship said that some time ago Romer, J., had declined to make such a declaration as that now asked for, on the ground that there ought first to be an inquiry as to the validity of the debentures. He had, however, consulted the judges of the Chancery Division, Romer, J., being present, and they thought that the omission of the declaration in question was not in accordance with the practice, which he felt bound to follow. But he did not feel bound to make the declaration in the present case in the absence of the official receiver. He did not, however, like the practice much for this reason. Debenture-holders' actions commenced before winding up were often transferred to him after judgment had been given, and one of the matters to be inquired into in the winding up often was the validity of the debentures. When the company was solvent and a going concern those who had the direction and management of it did not always take the same view as himself, especially in cases where the directors were the nominees of the vendors. After a winding up the liquidator often did not take the same view as that taken by the directors. When an inquiry as to the validity of the debentures was proposed, the court was frequently hampered by the

existence of a declaration, made possibly on a short cause, which was said to establish the validity, though not the priority, of the debentures. It was to the interest of everybody that inquiry should not be burked in this way. In the present case the declaration ought not to be made without due consideration. After a winding up he would not make such a declaration without the assent of the official receiver and liquidator being placed on record. The official receiver must attend in court, and his lordship would take care that the expense of his so doing would be small.

[One of the assistant official receivers attended, and his lordship made the order above referred to.]

VAUGHAN WILLIAMS, J., added that he had been informed that it was doubted whether the debentures could be disputed, having regard to the fact that the petition had been presented by a debenture-holder. He did not think that was material, but he could order the inquiries without making the declaration, and should do so.—COUNSEL, *A. & B. Terrell* SOLICITOR, *G. M. Folkard.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

REDGRAVE (Appellant) *v.* LLOYD & SONS (LIM.) (Respondents)—1st April.

FACTORY AND WORKSHOP ACTS, 1878-1891—FENCING OF MACHINERY—MACHINERY PERFORMING AN INDUSTRIAL OPERATION—JURISDICTION OF MAGISTRATE.

This was a special case stated by a metropolitan magistrate. The respondents were charged at the Southwark Police Court for that they were the occupiers of a certain factory within the meaning of the Factory and Workshop Acts, 1878-1891, wherein one Robson suffered bodily injury in consequence of the neglect of the respondents to fence securely certain dangerous machinery—viz., a "power press" as required by the said Acts. The respondents were tin box manufacturers. Robson was a boy in their employ who worked a power press used for the purpose of shaping tin plates. The press was worked by steam power, which was started by the operator placing his foot upon a treadle, thereby causing the upper die to descend with great force upon the lower die, upon which was placed a piece of tin. In this manner the tin was stamped. It was Robson's duty to place the tin in position and by means of the treadle to cause the upper die to descend upon it, and to remove with a stick any piece of tin which might adhere to the upper die. While endeavouring to perform this latter operation his hand slipped under the die and the tip of one of his fingers was cut off. There was no fence or protection round the machine. The magistrate, without deciding whether the press was in fact dangerous, held that the words "dangerous parts of the machinery" in section 5 of the Act of 1878, as amended by section 6 of the Act of 1891, referred to machinery *ejusdem generis* as that mentioned in the previous part of the former section (*i. e.*, motive machinery, and not machinery performing an industrial operation), and he therefore held that the part of the power press where the upper die came in contact with the lower die was not a part of dangerous machinery required to be fenced within the meaning of the statutes in question. The magistrate therefore dismissed the summons. It was admitted on behalf of the appellant that this part of the machine would not have come within any of the sub-sections of section 5 of the Act of 1878 as it originally stood, but it was contended that section 6 of the Act of 1891, by adding the words "all dangerous parts of the machinery" to section 5, sub-section 3, of the Act of 1878, brought this case within the operation of that section. For the respondent it was argued that the Act of 1891 had not done away with the distinction between motive machinery and machinery performing an industrial operation, and that fencing was required in the case of the former only.

THE COURT (CAVE and WRIGHT, JJ.) allowed the appeal.

CAVE, J., said that the learned magistrate had made a mistake in thinking that machinery such as this did not come within the meaning of "machinery" in section 6 of the Act of 1891. It was admitted that section 5 of the Act of 1878, as it originally stood, did not apply to such machinery as this. But then there was section 6 of the same Act, which provided for the fencing of machinery of any kind which, after notice by the inspector, and arbitration, was held to be dangerous. Then followed the Act of 1891, which added to section 5 of the earlier Act the words "all dangerous parts of the machinery," and repealed section 6. It was obvious that under the Act of 1891 the question as to what was dangerous machinery was no longer to be determined by arbitration, but by a magistrate, subject to an appeal to quarter sessions or to this court. But it was said that section 8 of the Act of 1891 had been substituted for section 6 of the Act of 1878. In his lordship's opinion that was not so. That section, he thought, applied to the making of rules in the case of particular processes of manufacture which were dangerous, such as the manufacture of white lead. It was not necessary, however, to give a decision as to the construction of section 8. All the court decided was that under section 6 it was for the magistrate to say whether the machinery was dangerous. The appeal would, therefore, be allowed.

WRIGHT, J., concurred. Appeal allowed.—COUNSEL, *H. Sutton; A. J. Walter.* SOLICITORS, *Solicitor to the Treasury; W. Hurd & Son.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

ROBB *v.* GREEN—2nd April.

MASTER AND SERVANT—MANAGER—CONFIDENTIAL RELATION—PAROL VARIATION OF WRITTEN CONTRACT—USING INFORMATION ACQUIRED DURING SERVICE—CANVASSING CUSTOMERS—IMPLIED CONTRACT—INJUNCTION.

This was an action for damages and an injunction brought by the plaintiff, a dealer in game and eggs, against the defendant, who had been his manager, and had, after leaving his service, set up a similar business, and used for the purpose of soliciting orders a list of the plaintiff's customers, which he had obtained while in the plaintiff's service from his books, and without his knowledge. The facts as found by the judge were as follows:—The chief part of the plaintiff's business consisted in the production of game eggs and in the hatching, rearing, and sale of game birds. He also supplied birds for shooting and for stock purposes. His customers were numerous, living in all parts of the kingdom, their names and addresses being collected in an order-book. In 1890 the plaintiff required a manager, and in July he had an interview with the defendant, and explained to him the nature of the business, adding that of course he relied on the defendant not imparting to anyone any information he obtained, and, above all, to treat everything having to do with the farm in strict confidence. On the 31st of July plaintiff wrote to defendant a letter with regard to his remuneration, and defendant replied to it on the 2nd of August, the plaintiff finally engaging him on the 6th of August. The defendant actually entered plaintiff's service as manager in September. The defendant in his evidence stated that the terms of the contract were contained in the three letters referred to, and relied on the fact that in them nothing was mentioned as to the names of plaintiff's customers being kept secret or confidential. The judge, however, accepted the plaintiff's version of the conversation. On the 22nd of November, 1893, the defendant gave the plaintiff notice to terminate the service at the end of the year, and it was accepted. In March, 1894, the plaintiff found out that the defendant was carrying on a rival business, and was sending circulars to his (plaintiff's) customers, whose names were contained in the order-book to which the defendant had access whilst in his service, he having, without his master's authority, made a copy or list of such names. The plaintiff then commenced this action.

HAWKINS, J., in the course of a considered judgment, after stating the facts, said that a serious part of the plaintiff's complaint was that during the defendant's service with the plaintiff he was guilty of a gross breach of confidence with a deliberate object, and that after his service had terminated he carried out that object with the materials he had so dishonestly obtained, to his own advantage and to his late master's detriment. The questions raised upon this part of the case were the more important because the defendant's counsel had insisted that in all he did he was justified in law. Before dealing with these questions he would, however, state some additional facts which had a more particular bearing on this part of the case. While still in plaintiff's employment defendant had an interview with a Mr. Bartley with a view of being employed by Mr. Bartley and a Dr. Baines, between whom a partnership was contemplated for the purpose of carrying on a game farm. The proposal was that defendant should not put any capital into the venture, but should bring a considerable amount of business, as he told Mr. Bartley he could introduce a large number of good customers. He (the learned judge) had no doubt that this referred to the names he had dishonestly copied from the plaintiff's order-book. That employment, however, never came to anything, and defendant took a business himself. The proof of defendant's having copied the plaintiff's order-book was derived from his own answers, and Mr. Bartley's evidence shewed that he looked upon a list of customers as a valuable piece of property. The list was produced, and defendant admitted that he regarded what he had done as unfair and dishonourable, and that he knew if his master (the plaintiff) found out he would probably turn him away. He, however, did not consider his employment confidential, or that he was bound to protect his master's interests, as it was not expressly so stated. The case against the defendant on the pleadings was treated as a breach of contract of service, a term of which was that information obtained by defendant as a servant should be treated as strictly confidential, and should not be made use of by the defendant out of the business. The breach alleged was that defendant, without plaintiff's authority, took copies of or extracts from plaintiff's books, and, in particular, made a list of customers' names and addresses with the intention of using the same for his own benefit and against the interest of his master. It was argued on defendant's behalf that there was no such contract as alleged, and that no amendment could usefully be made—first, because the whole contract was in writing, and contained in the letters of the 31st of July and the 2nd and 6th of August, 1890, by which alone defendant was bound; secondly, that the conversation relied on by the plaintiff was prior to the letters, and, therefore, could not be imported into the contract; and, thirdly, that no implied contract could be held to attach to the written one. In his opinion, however, none of these contentions could be supported. As to the expression "the exact terms," which was in the letter of the 31st of July, and was so much relied on, he regarded it as having reference only to the amount of remuneration defendant was to receive; and as to those terms the letters were conclusive. As to the second contention, he was satisfied that both parties intended the requirements specifically dealt with at the interview to be observed by defendant as conditions of the service, and that neither party intended the letters alone to contain every term of the contract. It would be idle to suppose that plaintiff ever intended to forego the conditions as to honesty, fidelity, &c. As to the third contention, he was of opinion that, in the absence of any stipulation to the contrary, there was involved in every contract of service an implied obligation—call it by what name you please—on the servant that he should perform his duty, especially in those essential respects—namely, that he should honestly and faithfully serve his master, that he should not abuse his confidence in matters appertaining to his service, and that he should by all reasonable means in his power protect his master's interests in respect to matters confided to him in the course of his service. It would be monstrous to suppose that a servant would be absolved from the observance of those essential elements to

see article ante 377

good service unless they were specifically provided for in the contract. Against the view that the law would not imply, or that a judge or jury could not infer, such a promise, counsel cited *Thorn* v. *The Mayor of London* (L. R. 1 App. Cas. 120). He had read that case carefully, and could not see how it applied to the present case, and in support of his own view he referred to *Morgan* v. *Ravey* (6 H. & N. 276), and to the judgment of Pollock, C.B., therein. Applying the principle there laid down, he thought that the law would imply "a promise by each party to do what is to be done by him." The court in that case did not limit the application of the principle to cases of master and servant, but extended it to all cases where a relation existed between two parties involving the performance of duties by one of them for consideration paid by the other. The learned judge then referred to *Helmore* v. *Smith* (35 Ch. D. 449), *Tuck & Sons* v. *Priester* (19 Q. B. D. 629), *Pearson* v. *Pearson* (27 Ch. D. 145), *Pollard* v. *Photographic Co.* (40 Ch. D. 345), and *Irish* v. *Irish* (40 Ch. D. 49). The defendant's counsel relied strongly upon *Nicholl* v. *Martyn* (2 Esp. 732), where Lord Kenyon described the conduct of the defendant as being "not handsome, but not contrary to law. The relation in which he stood to plaintiffs as their servant imposed upon him a duty which is called an imperfect obligation, but not such as would enable plaintiffs to maintain an action." It would seem presumptuous to criticise or doubt such high authority, but he could not help asking himself if in the present day Lord Kenyon would have so decided. It was also contended by the defendant's counsel that the order-book contained no more information than might be acquired by reference to directories and such like publications. Moreover, the defendant urged that plaintiff, in order to push his business, had, before any copy was made, published circulars, &c., containing the names of many of the customers who had sent him favourable testimonials, so that he (defendant) had, when he made his list, materials at his command without making use of his master's books. This, no doubt, to a certain extent was true, but not altogether so. The order-book contained collected together the names and addresses of purchasers of pheasants' eggs spread over the length and breadth of England, Wales, and Scotland, and this information no directory would give, though of course the testimonials would give information as to many of the names in the order-book. The order-book being the only one containing such information, to the defendant the possession of a copy would be particularly valuable, as it would, to begin with, save him the expense and delay of searches which would be necessary in order to enable him to compile such a list for himself. The defendant was therefore able at once to canvass his master's customers without expense or trouble, and the conversation with Mr. Bartley shewed that defendant looked upon the list in that light. That collection of names was plaintiff's property, and it was the compilation which made it so valuable to defendant and facilitated his endeavours to entice his master's customers, to the detriment of the latter. In this respect there was a strong analogy between the present case and *Lamb* v. *Evans* (1893, 1 Ch. 218) and *Merryweather* v. *Moore* (1892, 2 Ch. 518), which supported the opinion he had already expressed. Possibly the taking his master's book and using its contents as he did might be treated as a tortious act; but, however that might be, he had no doubt it was a gross breach of duty and of the obligations to the master for it. Plaintiff was entitled to maintain this action. As to damages, it was impossible with mathematical accuracy to ascertain them. It would be unjust to saddle defendant with every loss of custom plaintiff had sustained, for that could not all be reasonably attributed to the unlawful action of the defendant. The specific instances as yet traced to defendant's action were few, but that did not form the limit of the injury sustained to the plaintiff, for the wholesale canvass of his customers was likely to influence many and to diminish the receipts and profits. On the other hand, fluctuation of business, bad times, and many other circumstances might possibly have contributed to the loss. He could not, therefore, award plaintiff an indemnity against the whole loss of trade. After the best consideration he had been able to give the matter, he was of opinion that judgment should be entered for the plaintiff for £150 and for an injunction.—Counsel, *Murphy*, Q.C., and *E. M. Bray*; *McCall*, Q.C., *Pollard*, and *McCarthy*. Solicitors, *Rooper & Whately*; *Church*, *Rendell*, *Todd*, & *Co.*

[Reported by T. R. C. Dill, Barrister-at-Law.]

THE QUEEN ON THE PROSECUTION OF GOSLING *v.* NEWTON AND GOSLING *v.* EAGERS—28th March.

Thames Conservancy—Lighterman's Apprentice—Vessel of over Fifty Tons Burden—Navigation of same—"One Competent Man on Board and one Man in addition"—Bye-law 16 of the Thames Conservancy—Watermens and Lightermens Amendment Act, 1859 (22 & 23 Vict. c. 133), ss. 54, 80—Bye-law 35 made under this Act.

Case stated by the magistrate at the Westminster Police Court. This case involved the question as to whether an apprentice, not duly qualified in accordance with section 52 of the Watermens and Lightermens Act, 1860, was qualified to be the second man, required by bye-law 16 of the Thames Conservancy, on board a craft of above fifty tons' burden. The case arose upon two summonses—one under section 54 of the Watermens and Lightermens Act against Newton for acting as a lighterman without having a licence, and the other under the 16th bye-law of the Thames Conservancy against Edward Eagers for navigating a vessel of above fifty tons' burden without his second hand (Newton) being licensed. By sections 47 and 48 apprentices are to be bound at not less than fourteen years of age, and not more than twenty, and for a period of not less than five years. Section 52 of the Act provides that all apprentices shall be entitled to take sole charge of any craft on the river Thames, "provided such apprentices shall have worked and rowed upon the said river as apprentices for the space of two years at the least," and upon obtaining a licence. And section 54 subjects any person, not licensed in pursuance of this Act, or not being an apprentice qualified according to this Act, to a penalty. Section 80 confers on the master and wardens of the Watermen's and Lightermen's Company the power to make bye-laws "so that the same bye-laws be not inconsistent with any of the laws of England or with this Act, or with any of the bye-laws, rules, orders, or regulations made, or to be made, by the Conservators of the river Thames under the authority of the Thames Conservancy Act, 1857, or of any Act for the time being in force relating to the conservancy of the river Thames." Bye-laws were duly made under the power thus granted in 1860, bye-law 35 of which enacts that, where, under the Act, these bye-laws, or the Thames Conservancy bye-laws, it is requisite that two able and skilful persons shall be employed in the navigation of vessels of more than fifty tons, "one waterman or lighterman, licensed in manner provided by such Act and bye-laws, or an apprentice licensed to take sole charge of craft, and an apprentice actually bound in manner provided by this Act," shall be deemed able and skilful persons. Bye-law 16 of the Thames Conservancy, made in pursuance of the Thames Conservancy Act, 1857, in 1872, enacts that all craft navigating the river shall have on board "at least one competent man," and all craft of above fifty tons burden shall have "one man in addition." On the 9th of October, 1894, Eagers, a duly licensed lighterman, was navigating a vessel of above fifty tons burden with the sole assistance of Newton, an apprentice nineteen years old, actually bound, but whose apprenticeship had only then extended over a few weeks, and who was, therefore, not qualified to take sole charge of craft under section 52. It was contended on behalf of the prosecution that bye-law 35 was *ultrà vires* and void, as being inconsistent with the Act and with bye-law 16 of the Thames Conservancy, and that, under bye-law 16, the additional man must be taken to mean a person duly licensed under the Watermens Act, as indicated in *Perkins* v. *Gingall* (50 J. P. 277).

The Court (Cave and Wright, JJ.) supported the magistrate's decision, which was in favour of the defendant in each case. The two summonses depend upon the same question—the question, namely, whether, under the Thames Conservancy bye-law 16, the term "one man in addition" is satisfied by an apprentice who is at the commencement of his apprenticeship. The cases shew that an apprentice may be a competent person, and at any rate the apprentice in this case was.—Counsel, *Gore-Browne*; *Finlay*, Q.C., and *Scrutton*. Solicitors, *Sanford & Kent*; *Wilson, Bristow, & Carpmael*.

[Reported by C. G. Wilbraham, Barrister-at-Law.]

REG. *v.* JUSTICES OF DURHAM—29th March.

Justices—Appeal—Recognisance—"A Court of Summary Jurisdiction"—Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49), s. 31, sub-section 2.

In this case the justices of Durham shewed cause against a *mandamus* calling upon them to hear and determine a bastardy appeal. The order was made at Houghton-le-Spring, in the county of Durham. The putative father within the prescribed time gave notice of appeal, and, as required by section 31, sub-section 2, of the Summary Jurisdiction Act, 1879, within three days after the notice of appeal went before a magistrate, with one surety, to have the amount of his recognisance fixed and to enter into such recognisance. But instead of going before one of the magistrates who heard the case he resorted to a magistrate in the county of Northumberland. Further, he did not produce to the magistrate the order or a copy thereof, but merely stated the facts and handed him a copy of the notice of appeal. When the case came before quarter sessions the justices refused to hear it, on the ground that the recognizance had not been properly entered into. Two objections to the appeal were urged by counsel for the magistrates on their shewing cause (1) that the recognisance ought to have been entered into before the court which heard the case, or at any rate before a court in the same county, and (2) that the magistrate who took the recognizance had not the proper materials before him for fixing the amount.

The Court (Cave and Wright, JJ.) held that the *mandamus* ought to go. Neither of the grounds of objection were good. The Act says that the recognizance is to be entered into before "a court of summary jurisdiction." That, in its *primâ facie* sense, means "any court," and there is nothing in the Act which points to the expression being used in any other than the *primâ facie* sense. On the contrary, the Legislature has been careful to distinguish the expression "a court" in the sense of "any court" from a court which is limited by some qualification. For instance, in the same section, besides the expression "a court," there is "the court before whom the appellant appears to enter into a recognizance," and "a court of summary jurisdiction acting for the same county, borough, or place as the court by whom the conviction or order appealed against was made." In addition to this it is obviously reasonable that a person should be able to go before a magistrate in his own district, who would be able to judge from personal knowledge of his means and of those of his sureties, and also that he should be saved the expense of travelling possibly to a distant county with one or may be two sureties. The other ground of objection was equally unsupportable. The magistrate had before him all that was requisite to enable him to fix the amount of the recognizance.—Counsel, *Scott Fox*; *Strachan*. Solicitors, *H. Nelson Paisley*; *Belfrage & Co.*

[Reported by C. G. Wilbraham, Barrister-at-Law.]

REG. *v.* MILLS—28th March.

Local Government—Parish Council—Election of Parish Councillors—Mode of questioning Election—Mandamus—Election Petition—Powers of County Council with respect to disputed Elections—

DEMAND FOR A POLL BY A CANDIDATE WHO IS NOT AN ELECTOR—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. c. 73), s. 48, SUB-SECTIONS 3, 5, s. 80, SUB-SECTION 1, SCHEDULE I., PART 1, r. 7, AND SCHEDULE I., PART 2, r. 1.

Rule *nisi* for a *mandamus* calling upon Captain Mills, as chairman of the parish council of Langley Burrell Without, to convene a meeting of the council, and at such meeting to permit two gentlemen who claimed to have been duly elected members of the council to sign a declaration to the effect that they were willing to serve in the office of parish councillors as is required by the Local Government Act, 1894. The gentlemen claimed to have been duly elected under the following circumstances. A parish meeting was held on the 29th of January, 1895, for the purpose of filling up two vacancies in the parish council. Four names were submitted, and the chairman declared each of them to have been duly nominated. On a shew of hands the two gentlemen who obtained a rule *nisi*, Mr. Cole and Mr. Scott, received the greater number of votes, but before the meeting closed Mr. Lawrence, one of the defeated candidates, demanded a poll. The chairman then announced that the poll would take place on the 9th of February, and the meeting closed. On the same day the chairman gave notice of the poll to those concerned. It appears, however, that Mr. Lawrence, though a candidate, was not a parochial elector, and, though by Schedule I., Part 1, r. 9, he was entitled to speak at a parish meeting held for the purpose of his election, he was not entitled under section 2, sub-section 1, and section 44, sub-section 1, to otherwise attend or vote at such meeting. Moreover, Schedule I., Part 1, r. 7, directs that no poll be taken except on the demand of parochial electors in certain specified cases. The chairman, having ascertained this, came to the conclusion that the demand for a poll was void, and issued his certificate whereby he declared Messrs. Cole and Scott to have been duly elected. Nevertheless, a further notice having been issued by the returning officer, a poll was held on the 9th of February, at which Messrs. Lawrence and Matthew, the formerly unsuccessful candidates, were elected. On the 18th of February a meeting of the parish council was held, and Mr. Cole on behalf of himself and Mr. Scott got up and asked to be allowed to make and sign the declaration prescribed by the Act, but was told to sit down, and in the meantime Mr. Lawrence and Mr. Matthew made and signed the required declaration. Counsel on behalf of Captain Mills now shewed cause against the rule. It was maintained that the chairman, having given his ruling that a poll was to take place, was *functus officio*, and could not afterwards alter it. And it was objected that in any case a *mandamus* was not the proper remedy.

THE COURT (CAVE and WRIGHT, JJ.) discharged the rule. They were of opinion that the proper course was either an election petition or an application to the county council under section 80 of the Act. That section, together with section 48, sub-section 5, gave the county council very wide powers of dealing with all sorts of difficulties arising with regard to the first elections to the parish council. The remedy by election petition is conferred by section 48, sub-section 3, which incorporates Part IV. of the Municipal Corporation Act, 1882, as amended by the Municipal Elections Act, 1884. Under section 87 of that Act, where formally a *mandamus* or *quo warranto* would have been granted for the purpose of questioning an election, now an election petition is the only remedy. But this was not even a case where, before that Act, a *mandamus* would have been the proper remedy; for whether rightfully or wrongfully, Mr. Lawrence and Mr. Matthews were filling the office of councillors, and not Mr. Cole and Mr. Scott. The chairman was *functus officio* as soon as he had announced that a poll would be held, and his subsequent certificate was *ultrà vires* and void.—COUNSEL, *Cyril Dodd*, Q.C.; *H. D. Greene* and *Gaches*. SOLICITORS, *Wallis Davis; Collier & Bristowe*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

THE GUARDIANS OF THE POOR OF WEST HAM UNION *v.* THE GUARDIANS OF THE POOR OF CARDIFF UNION—28th March.

POOR LAW—SETTLEMENT—IRREMOVABILITY—RESIDENCE OF WIFE—DIVIDED PARISHES AND POOR LAW AMENDMENT ACT, 1876 (39 & 40 VICT. c. 61), s. 34.

Case stated pursuant to 12 & 13 Vict. c. 45, s. 11. The question in this case was whether Richard Taylor, a pauper lunatic, had acquired a legal settlement in the parish and union of West Ham under the provisions of 39 & 40 Vict. c. 61, s. 34, by residence in that parish and union for a term of three years before the 3rd of September, 1892. Richard Taylor's occupation was that of ship's cook and steward. In March, 1888, he was living with his wife in Stepney, and on the 14th of March, 1888, he went on a voyage which lasted till the 1st of October, 1889. His wife in the meantime moved about to different places of residence, and on the 12th of November, 1888, went to live with her mother at 15, Khartoum-road, in the parish of West Ham. Thence she removed, on the 10th of August, 1889, to 37, Braemar-road, in the same parish, where she lived for a time by herself. Taylor, on his return, went to live with her at 37, Braemar-road, and, with the exception of intervals when he was at sea, continued to live with her there until the 3rd of September, 1892. On the 12th of February, 1894, the respondents obtained an order from two of the justices of Glamorganshire adjudging that West Ham was the place of the last legal settlement of Taylor, and ordering the appellants to pay to the respondents certain sums of money in respect of his maintenance. The appellants having given notice of an appeal to the quarter sessions, this case was stated by consent for the opinion of the Divisional Court. It was contended for the respondents that the residence of Taylor's wife in West Ham before he himself came to live there amounted to a constructive residence, in that parish, of Taylor himself, commencing from the 12th of November, 1888, or at any rate from the 10th of August, 1889.

THE COURT (CAVE and WRIGHT, JJ.) allowed the appeal. The cases with regard to constructive residence had gone some way, but no case had gone so far as to say that the residence of the wife was the residence of the husband. It could not even be assumed that the wife in the present case went to reside in West Ham by the direction of her husband or even with his knowledge.—COUNSEL, *Jelf*, Q.C., and *Morten*; *C. F. Pritchard*. SOLICITORS, *Hillearys*; *Crowder & Vizard*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

MOWBRAY AND ANOTHER *v.* MERRYWEATHER—2nd April.

DAMAGES—REMOTENESS—NEGLIGENCE—BREACH OF IMPLIED WARRANTY.—

Action tried before Charles, J., at the last Leeds Assizes, in which he took time to consider his judgment, which he now delivered in favour of the plaintiffs. The facts and cases cited appear in the following written judgment of the learned judge:—

CHARLES, J.—The facts of this case are very simple, and in all substantial particulars undisputed. The plaintiffs are stevedores at West Hartlepool, and the defendant is owner of the steamship *Wenby*. The plaintiffs, on the 16th of August, 1894, undertook to discharge a cargo of deals from the ship, and, in accordance with the custom of the port, the defendants promised to provide all necessary and proper derrick cranes, chains, winches, and other gearing reasonably fit for the purpose of discharging the cargo. They failed to do so, and supplied a chain so defective that whilst it was being used in discharge of the cargo it broke, and thereby a workman of the plaintiffs was seriously injured. The injured workman thereupon brought an action against the plaintiffs under the provisions of the Employers' Liability Act, 1880, ss. 1, 2, basing his claim upon the defective condition of the chain, a defective condition which, he alleged, might have been discovered by the plaintiffs by the exercise of reasonable care. The plaintiffs did not contest the claim, and paid the workman £125, which they now sought to recover from the defendant. It was not suggested by the defendant that the settlement was an improper one, and it was admitted upon the trial before me at the last Leeds Assizes, by the defendant on the one hand that there had been a breach by him of the implied warranty that the derrick crane and chains should be reasonably fit for the purpose for which they were supplied, and by the plaintiffs on the other hand that they might, by the exercise of reasonable care, have avoided the defect in the chain. The defendants, however, contended that the damage sought to be recovered was too remote, and I reserved my decision on this point. The argument of the defendant was to the following effect. True it was, he said, that there was a breach of warranty, but the damages which the plaintiffs have had to pay resulted, not from that breach, but from a negligent act committed by the plaintiffs themselves. They were not responsible at common law merely for permitting the workman to use a plant in fact defective and unfit for the purpose for which it was intended to be used. They were only liable under the Employers' Liability Act, 1880, which in this respect, however, seems declaratory simply, by reason of the defect being one which had not been discovered owing to their own negligence. The damage to the workman, therefore, was caused by their own want of care, and could not be imputed to the defendant as the natural consequence of his breach of warranty. The plaintiffs in reply contended that they had a right to rely on the defendant's warranty. As between him and them the cause of action was complete, and the negligence of which they had been guilty—the failure to carefully examine and test the chain—was really due to the reliance they placed on the defendant's warranty. The workman, it was further argued, could himself have recovered damages against the defendant, and according to the most limited construction which can be placed on the judgment of the Court of Appeal in *Heaven* v. *Pender* (11 Q. B. D. 503), this argument, at all events, is well founded. The case of *Smith* v. *The London and St. Katharine Docks Co.* (16 W. R. 728, L. R. 3 C. P. 326) is an authority to the same effect. The amount paid by the plaintiffs being admitted to be reasonable, the only question I have to determine is whether the damage done to the workman, which he could only recover from the plaintiffs by shewing want of care in them, may nevertheless be regarded as the natural consequence of the defendant's breach of contract; in other words, a consequence which might reasonably be supposed to have been within the contemplation of the parties. And the defendant cannot have supposed that the plaintiffs meant themselves to unload the ship. He must be taken to have known that the plaintiffs would employ others to do so, and, in my opinion, injury to a person so employed is a natural consequence of a breach of warranty. Does it make any difference that the personal liability of the plaintiffs to their workman is based on the circumstance that they were themselves guilty of want of care? I cannot think so. The breach of the warranty on which the plaintiff relied, and, as far as the defendant is concerned, had a right to rely, remains and is the efficient cause of the subsequent mischief. As regards the workmen they may have been guilty of negligence in not themselves testing the efficiency of the chain; but I do not see how their failure in their duty towards him exonerates the defendant from his failure to perform his contract with them. His breach of contract created a dangerous state of things which has brought about an accident, and for that accident he must, in my opinion, be held responsible, even though the plaintiffs' negligence was the immediate cause of it. There does not appear to be any very direct authority on the subject, but the reasoning of Martin, B., in *Burrows* v. *The March Gas and Coke Co.* (18 W. R. 348, 20 W. R. 493 L. R. 5 Ex. 67, L. R. 7 Ex. 96), entirely covers the case. There the defendants, a gas company, contracted to supply the plaintiff with a proper service-pipe from a main outside to a meter inside his premises and gas escaped from a defect in the pipe. A servant of a gasfitter incautiously went into the room with a

lighted candle and the escaped gas exploded. The defendants were held liable for all the damage done, and Martin, B., expressly states that the liability of the defendant would have been the same even if the gasfitter's servant had been the plaintiff's own. The other judges in the Court of Exchequer and the Exchequer Chamber base their decision upon the principle that the breach of contract was the primary and substantial cause of the explosion, and that so it remained, notwithstanding the negligence of the gasfitter. The defendants, the court considered, must be held to have contemplated the possibility of careless persons bringing light into contact with escaping gas. On behalf of the defendants three cases were cited: *Wrightup* v. *Chamberlain* (7 Scott, 598), *Kiddle & Son* v. *Lovett* (34 W. R. 518, 16 Q. B. D. 605), and *Ovington* v. *McVicar* (2 Macpherson, 1066), a decision in 1864 of the Court of Session. In *Wrightup* v. *Chamberlain* the plaintiff had bought a horse of the defendant with a warranty of soundness. The horse having been delivered he resold it with a similar warranty. It was, in fact, unsound, and the purchaser from the plaintiff sued him for the breach of warranty. He defended the action unsuccessfully, and sought to recover from the defendant the costs of the defence. The jury found that he might, before he defended the action, have found out, by examining the horse, that it was unsound, and upon this finding it was held that he could not recover the costs of what was a rash and improvident defence. It is obvious that this decision has little or no bearing on the present case. In *Kiddle & Son* v. *Lovett*, however, the facts were in many respects very similar to those proved or admitted here. A suspended platform was put up for the plaintiffs by the defendant under a contract that he would fix it safely, to enable the plaintiffs to paint a house. The platform fell owing to the defective manner in which it was suspended, and hurt one of the painters in the plaintiffs' employment. The injured man brought an action under the Employers' Liability Act, 1880, against the plaintiffs, which they settled by paying him £125. They then sued the defendant for breach of his contract. The case was tried before Denman, J., who found as a fact that the plaintiffs had been guilty of no negligence and that they had settled the action under a mistaken belief in their own liability. That being so, the learned judge thought that they had no right to fix the defendant with the amount they had paid as damage naturally or necessarily flowing from the defendant's breach of contract. The payment was one which need not have been made at all. The question, therefore, which is now before me did not arise, and it is only referred to by the learned judge at the close of his judgment, with the observation that it was unnecessary to give any opinion upon it. "The point," he says, "is discussed in the 3rd edition of Messrs. Roberts and Wallace's valuable work on the Liability of Employers, p. 471, and a Scotch case of *Ovington* v. *McVicar* is cited in the note as supporting the view that the damages in such a case would be too remote." But upon reference to that case I find that the judges all thought that the master who had extrajudicially settled a workman's claim was not under any legal liability to the workman. In that respect the case is exactly similar to *Kiddle & Son* v. *Lovett*, but the Lord Justice Clerk and the other judges of the court do express an opinion that even if the master had been legally liable to the workman he could not have made the defendant responsible. With all respect I am unable to agree with them, and the case, having been admittedly decided upon the ground that no liability for latent defect in machinery, against which no care could have effectually guarded, existed in the master, does not constitute an authority for the present defendant. My judgment must be for the plaintiffs for £125, with costs. Judgment for plaintiffs.—COUNSEL, *Robson*, Q.C., and *Meynell*; *Tindal Atkinson*, Q.C., and *H. Gawan Taylor*. SOLICITORS, *Higson Simpson*, West Hartlepool; *Turnbull & Tilley*, West Hartlepool.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

Solicitors' Cases.

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

23 March—HENERY THORNTON RAW (Croydon).

LEGAL NEWS.

OBITUARY.

Mr. CHARLES MORRIS ROUPELL, barrister, died at Bath on the 26th. ult., aged eighty-three. He was the youngest son of the late Mr. George Boone Roupell, master in Chancery, and was called to the bar at Lincoln's-inn in 1842. He was one of the original promoters of the Inns of Court volunteer corps, and served in it as captain for many years. He was formerly one of the official referees of the Supreme Court.

The death is announced of Mr. SIDNEY MATTHEWS, a member of the firm of G. F. Hudson, Matthews, & Co., solicitors, of Queen Victoria-street, and a representative of the ward of Cordwainer in the Court of Common Council. He was admitted a solicitor in 1875, and was elected a member of the Corporation in 1892.

APPOINTMENTS.

Mr. WILLIAM ROBERT BURKITT, barrister-at-law, has been appointed a Judge of the High Court of Judicature for the North-Western Provinces of the Presidency of Fort William in Bengal.

Mr. RONSON, Q.C., has been appointed Recorder of Newcastle-on-Tyne, in the room of the late Mr. Digby Seymour, Q.C.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

GEORGE HERBERT SISMEY, THOMAS BOULTON SISMEY, and WILLIAM COOK, solicitors (Sismey & Sismey), Serjeants'-inn, Fleet-street. March 30. [*Gazette*, April 2.

GENERAL.

It is announced that Mr. Justice Chitty, accompanied by Lady Chitty, left for the Continent on the 28th ult.

The Lord Chief Justice of England summoned a meeting of the judges of the Queen's Bench Division for Thursday last for the purpose of choosing circuits, fixing the rota of sittings, and transacting other business.

In the course of the hearing of a recent case Mr. Justice Cave said that "counsel with his usual clearness, had stated the case for his client in such a way as to make it intelligible, and as soon as the case became intelligible it was at an end."

We extract the following paragraph from the *Chicago Legal News*:—"Miss Loise Foskette, who graduated from the Chicago College of Law last year, and was admitted to the bar, is now practising law at 1110, Ashland Block. She holds a commission from the governor as notary public, takes depositions, affidavits, and acknowledgments. Miss Foskette's business is not confined to women; the business of all paying clients is taken without regard to sex."

Mr. Chamberlain, in the course of a speech at Birmingham last week, said: "It is believed that I am rather favourable to the Bankruptcy Act, too partial as a parent. That is an entire mistake. I regard the Bankruptcy Act very much as Mark Twain regarded his first-born infant. One day he was dandling the child upon his knees, and his wife came in and said: 'Well, Samuel, you can't deny that you love that baby dearly.' 'No,' said Mark Twain, 'I can't admit that, but I don't mind confessing that I do respect the little thing for his father's sake.' Now that is precisely my position towards the Bankruptcy Act, and if you can improve in any way the condition of my infant by taking off a limb here or there, or by adding another limb, all I can say is I shall be most happy to assist your efforts. But at the same time I warn you that, do what you may, you will never get all bankrupts to pay 20s. in the pound, and you will never get all lawyers to do their work for nothing; and as long as that is the case you will never get a Bankruptcy Act that will be free from criticism."

A writer in the *Cornhill Magazine* tells the following story:—"It was one of those places for sessions where the court meets once a year only. The court was just rising, when at the back was heard some severely disturbing noise, which the magistrates overhearing conceived that the majesty of the law was being outraged, and ordered the bailiff instantly to produce the author. The bailiff hails forward a retiring rustic who is understood to say his name is Pears. 'Pears,' says the presiding magistrate, trembling with indignation, 'you have been guilty of one of the grossest contempts of court it ever fell to my lot to witness. You will go to prison.' The other magistrates nod approvingly, the court breaks up, and the unhappy Pears is consigned to the lowest dungeon in B—— Gaol, and totally forgotten. Another year rolls away, as they say in novels, and again the sessions meet at B——. The court is just rising when the bailiff, advancing timidly (not so sure that he himself is not guilty of contempt), ventures respectfully to ask, 'May it please your honour, what are we to do with Pears?' It takes the magistrates some little time to realise their position, but when they do they are equal to it. They hasten to make a collection among themselves on the bench, and they call forward Pears, who has the vague apprehension that he is going to be hanged. 'Pears,' says the presiding magistrate, his voice broken with emotion, 'we have been talking over your case, and are inclined to deal with you mercifully.' Pears touches his forehead vacantly. 'You have been a year in prison; you are a young man, and we are unwilling entirely to blast your future. We hope it will all be a lesson to you, and that henceforth you will try and do better. We—er—have made a little collection for you, and we—er—hope it will give you a new start in life.' And the amazed Pears, instead of finding himself in the condemned cell, holds out his hand to receive some £15. So the court breaks up in apprehensive agitation, and Pears goes home to his wife, who was not sorry at his disappearance, but is very glad to see him return with £15."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, April 8	Mr. Pemberton	Mr. Jackson	Mr. Leach
Tuesday 9	Ward	Clowes	Godfrey
Wednesday 10	Pemberton	Jackson	Leach
Thursday 11	Ward	Clowes	Godfrey
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, April 8	Mr. Farmer	Mr. Carrington	Mr. Beal
Tuesday 9	Bolt	Lavie	Pugh
Wednesday 10	Farmer	Carrington	Beal
Thursday 11	Bolt	Lavie	Pugh

The Easter Vacation will commence on Friday, the 12th day of April, and terminate on Tuesday, the 16th day of April, 1895, both days inclusive.

CIRCUITS OF THE JUDGES.

SPRING ASSIZES, 1895.	NORTHERN.	N. EASTERN.
Commission Days.	Hawkins, J. Kennedy, J.	Lawrance, J.
Monday, April 15	Manchester (Civil)	
Monday ,, 22	Liverpool (Civil)	
Monday ,, 29	Manchester 2 (Civil and Criminal)	
Monday, May 6	Liverpool 2 (Civil and Criminal)	Leeds (Criminal)

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BILL POSTING AGENTS, LIMITED—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, to Joseph Roscoe Simm, 56, Hamilton sq, Birkenhead

HILL'S COLD STORAGE CO, LIMITED—Creditors are required, on or before May 11, to send their names and addresses, and the particulars of their debts or claims, to Henry Crewdson Howard, 17, Coleman st Wilson & Co, Copthall bldgs, solors for liquidator

HOOTON SMITHFIELD AND WIRRAL AUCTION CO, LIMITED—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, to Joseph Roscoe Simm, 56, Hamilton sq, Birkenhead

LIVERPOOL BOILER FLUID, DETERGENT AND DISINFECTANT CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to P. H. Aldrich and V. F. Wild, joint liquidators

ORRELL COAL AND CANNEL CO, LIMITED—Petn for winding up, presented March 28, directed to be heard on April 10. Alfred Bright, Sherborne lane, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 9

SUMATRA TOBACCO SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 11, to send their names and addresses, and particulars of their debts or claims, to James Fitzpatrick, 147, Leadenhall st. Crawley, 5, Chancery lane, solor

WAINWRIGHT & Co, LIMITED—Petn for winding up, presented March 25, directed to be heard on April 10. Walker & Rowe, 8, Bucklersbury, agents for Dwyer, Dewsbury, petners' solor. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 9

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SICK AND BURIAL SOCIETY, Blue Bell Inn, Downall Green, nr Wigan, Lancs. March 23

HUDDERSFIELD DISTRICT OF THE ORDER OF DRUIDS, White Swan Hotel, Huddersfield, Yorks. March 23

London Gazette.—TUESDAY, April 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH AND FOREIGN PAPER STOCK CO, LIMITED—Petn for winding up, presented March 28, directed to be heard on Wednesday, April 10. Beck, Ironmongers' Hall, Fenchurch st, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 9

CONCESSIONS TRUST, LIMITED—Creditors are required, on or before April 20, to send their names and addresses to Edward Hart and George Paul Ernest, 30, Moorgate st

EASTERN EMPIRE MUSIC HALL, LIMITED—Creditors are required, on or before April 17, to send their names and addresses, and particulars of their debts or claims, to Alexander Jackson Leese, 156, Bow rd, Bow

KEADBY ROPE WORKS, LIMITED—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Samuel Hawker Wright, Magdalen chmbrs, 30, Market pl, Doncaster

PAINTINGS AND DRAWINGS PRESERVATION SYNDICATE, LIMITED—Petn for winding up, presented March 28, directed to be heard on April 10. Sawyer & Ellis, Lawrence Pountney lane, Cannon st, solors for petnr. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 9

WEST AUSTRALIAN FINANCE AND DEVELOPMENT SYNDICATE, LIMITED—Petn for winding up, presented March 27, directed to be heard on April 10. Ince & Co, St Bene't chbrs, Fenchurch st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 9

FRIENDLY SOCIETY DISSOLVED.

SOCIETY OF GOOD FELLOWSHIP, King's Head Inn, Foulness Island, Southend, Essex. March 23

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 22.

HIGGINSON, THOMAS SAMUEL, Liverpool, Estate Agent. April 20. Hunt v Higginson, Registrar, Liverpool Hastings, Liverpool

MCCARTNEY, THOMAS JOSEPH, Plymouth, Licensed Victualler. April 18. Roberts v McCartney, Kekewich, J. Raphael, Moorgate st

London Gazette.—TUESDAY, March 26.

HAUGHTON, JAMES, Bolton, Lancaster, Beerseller. April 24. Haughton v Haughton, Registrar, Manchester. Walker, Cross st, Manchester

MARCY, WILLIAM NICHOLS, Bewdley, Worcester, Solicitor. April 20. Reeve v Marcy, Stirling, J. Pease, Lincoln's inn fields

SMETHURST, HENRY, Great Grimsby, Smackowner. April 19. Mudd v Mundahl, Stirling, J. Sherlock, Serjeants' inn, Fleet st

WALLINGFORD, EDWARD ALFRED, St Ives, Huntingdon, Solicitor. April 23. Frank v Wallingford, Stirling, J. Woodbridge, Surrey st, Strand

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette—TUESDAY, March 26.

ABRAHAMS, JOHN, New North rd April 30 Campbell & Co, Regent st

ATKINSON, HENRY, Dunham Massey, Chester, Solicitor April 27 Atkinson & Co, Manchester

AVELING, ELIZABETH MARY, Canonbury Forthwith Fosters & Burroughs, Norwich

AVES, ALFRED CUTHBERT, Leeds, Clerk April 26 E A Aves, The Laurels, Teddington

BAKER, JAMES WOOD, Bowdon, Chester April 23 Sykes, Gt Winchester st

BARKER, MARY ANN, Windsor April 25 Free, New Broad st

BARRITT, WILLIAM, Brierfield, Lancs, Newsagent April 3 Pollard, Burnley

BLAKE, DOROTHY FRANCES, Eastbourne May 3 Andrew & Chesale, Tunbridge Wells

BRADLEY, WILLIAM HENRY, Alderley Edge April 27 Atkinson & Co, Manchester

CARTER, ELIZABETH, East Grafton, Wilts April 30 Dixon, Pewsey

CHAPPE (DE LEONVAL), THOMAS FLETCHER, Notting Hill May 4 Smiles & Co, Bedford row

CHELL, GEORGE, Manchester, Gent June 1 Lawson & Co, Manchester

CLEMENT, LILIAS EDITH, Chawton April 30 Lee & Pemberton, Lincoln's inn fields

CLIFTON, JOHN HENRY, Bristol, Solicitor May 31 Tarr & Arkell, Bristol

COPE, CHARLES, Mossley, Engineer April 8 Hollinshead & Moody, Tunstall

CREED, JANE MARY, Chalk Farm April 26 Maskell, Bedford row

CZARTORYSKI, Prince LADISLAS May 6 Tweedie, Lincoln's inn fields

DARLING, ELIZABETH CAROLINE, Hanover ter April 30 Wade & Lyall, St Helen's pl

DENISON, FREDERICK RAMSDEN, Bradford April 22 Richardson, Bradford

FORD, JOHN, Lambeth, Gent May 31 Blachford & Co, Walbrook

GILBERT, THOMAS, Fisherton Anger, Wilts, Gent May 14 Nodder & Trothowan, Salisbury

GRANGE, THOMAS, Shipley, Gent April 26 Morgan & Morgan, Shipley

KELLY, SARAH, Liverpool April 10 Teebay & Lynch, Liverpool

LANE, CHARLOTTE, Bristol April 13 Salisbury & Griffiths, Bristol

LUXFORD, GEORGE BENTINCK, Lewes, Chief Constable April 22 Hussey, King st

MACKENZIE, EMMA, Kensington Pk gdns May 1 Arnold & Henry White, Gt Marlborough st

MAUGHAN, THOMAS, Sedgefield, Durham, Gent May 22 Watson & Co, Stockton on Tees

MEADEN, JOHN, Manchester, Publican April 29 Dixon & Linnell, Manchester

MILLER, WILLIAM CRAMMOND, Sidcup May 1 Peacock & Goddard, Gray's inn

NEWTON, ALICE, Clapham April 30 Calkin & Co, Furnival's inn

NICHOLSON, JOSEPH, Maryport, Gent April 30 Tyson & Hobson, Maryport

PHILIPPS, ELEANOR, Buckingham gate May 15 Davidson & Morriss, Queen Victoria st

PYCROFT, FRANCES SUSANNAH, Folkestone May 1 Peacock & Goddard, South sq

SAYCE, Rev GEORGE JOHN, Bristol May 31 Cox & Jones, Bristol

SHAW, ELIZABETH, Thorner, York May 4 Nelson & Co, Leeds

SWANSEA, Rt Hon HENRY HUSSEY, Baron May 1 Coulthurst & Van Sommer, New inn

TANNER, Rev JOHN WILLIAM NEWELL, Northwich May 31 Scriven & Terry, Northampton

URMSON, ISABELLA CHARLOTTE, Bath May 22 Rooke & Coker, Bath

VANZETTI, EMMA, St Leonards on Sea April 25 Markby & Co, Coleman st

VAWDREY, WILLIAM, Edgbaston, Engineer April 15 Snow & Atkins, Birmingham

WESTERN, CHARLES MAXIMILIAN THOMAS, Florence May 1 Western & Sons, Essex st

WESTBURY, Right Hon ELEANOR MARGARET Dowager Lady, Florence May 1 Simpson & Co, Moorgate st

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 29.

RECEIVING ORDERS.

ALDCROFT, JAMES, Timperley, Cheshire, Market Gardener Manchester Pet March 25 Ord March 25

ANDREWS, RICHARD FLEXON, St John st rd, Meat Salesman High Court Pet Feb 25 Ord March 26

AUSTIN, WILLIAM JOHN, Birmingham, Builder Birmingham Pet March 20 Ord March 26

BATH, THOMAS, Kilburn, Auctioneer High Court Pet Nov 13 Ord March 25

BELLAMY, WILLIAM ALFRED, Fownhope, Farmer Hereford Pet March 25 Ord March 25

BERRY, EDGAR HAWORTH, Burnley, Electrical Engineer Burnley Pet March 26 Ord March 26

BEVAN, MORGAN, Swansea, Grocer Swansea Pet March 25 Ord March 25

BISCHOFSWERDER, MAX, Plymouth, Cigar Merchant Plymouth Pet March 12 Ord March 26

BROWN, THOMAS, Earl's Court, Provision Merchant High Court Pet March 27 Ord March 27

CARTWRIGHT, Z, Fenchurch st, Colour Manufacturer High Court Pet Feb 26 Ord March 26

CLEGG, JOHN HAGUE, Stockton on Tees, Surgeon Stockton on Tees Pet March 26 Ord March 26

CROOKES, HERBERT WALKER, Barnsley, Refreshment Contractor Barnsley Pet March 25 Ord March 25

DAVIES, THOMAS, Swansea, Builder Swansea Pet March 23 Ord March 23

DE BARRANCA, H, Queen Victoria st High Court Pet Jan 2 Ord March 26

DUNCAN, WILLIAM SHAW, and JOHN EDWIN PICKARD, Leeds, Surveyors Leeds Pet March 26 Ord March 26

FILMER, THOMAS HENRY, Walberton, Butcher Brighton Pet March 25 Ord March 25

FLEWITT, EMMA, Commercial rd, Machinist High Court Pet March 26 Ord March 26

FRITH, THOMAS, Levens, Westmrld, Butcher Kendal Pet March 27 Ord March 27

GARDINER, GEORGE, Twerton on Avon, Carpenter Bath Pet March 25 Ord March 25

GRAVES, HENRY JAMES, Goole, Farmer Wakefield Pet March 26 Ord March 26

GRIFFIN, GEORGE, Cambridge, Naturalist Cambridge Pet March 20 Ord March 23

HALE, WILLIAM EMANUEL, Melynerythan, Carpenter Neath Pet March 25 Ord March 25

HARRIS, LEONARD, Clare Market, Currier High Court Pet March 20 Ord March 25

HAZELL, ERNEST ORTON, Upper Norwood Croydon Pet Feb 27 Ord March 26

HILL, ARTHUR, Kidderminster, Oil Merchant Kidderminster Pet March 22 Ord March 22

HINGSTON, PETER OWEN, Crewe, Innkeeper Nantwich Pet March 13 Ord March 25

JONES, WILLIAM, Gorleston, Hotel Manager Gt Yarmouth Pet March 25 Ord March 25

LAZENBY, GEORGE, Bristol, Commercial Traveller Bristol Pet March 4 Ord March 25

LEE, ABRAHAM, Huddersfield, Foreman Huddersfield Pet March 25 Ord March 25

LLOYD, SARAH, Tonypandy, Grocer Pontypridd Pet March 25 Ord March 25

LOCKWOOD, HERBERT, Rotherham, Beerhouse Keeper Sheffield Pet March 26 Ord March 26

MARRIOTT, HENRY, New Broad st, Merchant High Court Pet Jan 30 Ord March 26
MATTHEWS, THOMAS, Bromsgrove, Oil Dealer Worcester Pet March 25 Ord March 25
MORGAN, JAMES, Blaengwynfi, Blacksmith Neath Pet March 26 Ord March 26
MOSS, HENRY, Leeds, Saddler Leeds Pet March 26 Ord March 26
NICHOLAS, ALBERT JOSEPH, Bristol, Baker Bristol Pet March 25 Ord March 25
PARK, JOHN, Sarratt, Farmer St Albans Pet March 25 Ord March 25
PARRY, WILLIAM, Frodesley, Salop, Farmer Shrewsbury Pet March 26 Ord March 26
PENRY, WILLIAM, Ashton under Lyne, Paint Merchant Ashton under Lyne Pet March 16 Ord March 27
PLUMRIDGE, WILLIAM EMANUEL, Gt Marlow, Farmer Aylesbury Pet March 26 Ord March 26
POWELL, JAMES MOORHEAD LIPTON, Parkend, Grocer Newport, Mon Pet March 22 Ord March 22
RANDLE, JOHN CHARLES, Lilbourne, Licensed Victualler Coventry Pet March 25 Ord March 25
RAW, THOMAS, Stockton on Tees, Corn Merchant Stockton on Tees Pet March 20 Ord March 23
RICHARDS, WILLIAM, Swansea, Merchant Swansea Pet March 27 Ord March 27
ROBINSON, WILLIAM LLEWELLYN, Addiscombe, Tea Dealer High Court Pet March 26 Ord March 26
TAYLOR, HENRY ALFRED, Finsbury sq, Solicitor High Court Pet March 27 Ord March 27
TEBUTCHLEY, THOMAS, Knutsford, Director Manchester Pet March 26 Ord March 26
TEBUTCHLEY, WILLIAM, Knutsford, Director Manchester Pet March 26 Ord March 26
TUCKER, ADELAIDE CAROLINE WILHELMINA, De Vere gardens, Hotel Proprietor High Court Pet March 27 Ord March 27
VINEY, GEORGE ROBINS, Richmond, Builder Wandsworth Pet March 23 Ord March 23
WARD, ELIZA, Leamington, Tailor Warwick Pet March 25 Ord March 25
WILLIAMS, THOMAS, Penmachno, Labourer Portmadoc Pet March 26 Ord March 26

FIRST MEETINGS.

ALDCROFT, JAMES, Timperley, Market Gardener April 5 at 2.30 Ogden's chmbrs, Bridge st, Manchester
BARNICOAT, DAVID, Tregony, Shoemaker April 6 at 12.30 Off Rec, Boscawen st, Truro
BRAKES, HERBERT, Clay Cross, Plumber April 6 at 12.30 Angel Hotel, Chesterfield
COCKRAM, JAMES, Chasetown, Grocer April 5 at 3 Off Rec, Walsall
COLLETT, THOMAS, Ashton under Lyne, Ironmonger April 5 at 3 Ogden's chmbrs, Bridge st, Manchester
CROOKES, HERBERT WALKER, Barnsley, Refreshment Contractors April 5 at 11.45 Off Rec, 3, Back Regent st, Barnsley
DOLBY, JOHN BARNABAS, Leeds, Fruiterer April 5 at 11 Off Rec, 22, Park row, Leeds
DOWNE, JAMES ELDER FRASER, Warehorne, Farmer April 26 at 12 Off Rec, 73, Castle st, Canterbury
GILLHAM, CHARLES, and THOMAS GILLHAM, Reading, Potato Growers April 11 at 10.15 Queen's Hotel, Friar st, Reading
GRIFFIN, GEORGE, Cambridge, Naturalist April 10 at 12 Off Rec, 5, Petty Cury, Cambridge
HANDLEY, JAMES, Kidderminster, Tobacconist April 5 at 2.15 E M Rollinson, Solicitor, Kidderminster
HARRIMAN, GEORGE, Leeds, Butter Factor April 5 at 12 Off Rec, 22, Park row, Leeds
HARRISON, WILLIAM, Richmond, Farmer April 8 at 11.30 Court house, Northallerton
HILL, ARTHUR, Kidderminster, Oil Merchant April 5 at 2 A S Thursfield, Solicitor, Kidderminster
INGHAM, ERNEST, Accrington, Clothier April 10 at 2 County Court house, Blackburn
IVES, ROBERT HANWORTH, Norwich, Chemist April 6 at 12 Off Rec, 8, King st, Norwich
KREN, THOMAS, East India Dock rd, Licensed Victualler April 8 at 2.30 Bankruptcy bldgs, Carey st
KINGSTON, FRANK, Margate, Engineer April 26 at 9.30 Off Rec, 73, Castle st, Canterbury
LANE, HARRY, Dudley, Confectioner April 6 at 10 Off Rec, Dudley
LEE, ABRAHAM, Huddersfield, Foreman April 9 at 3 Off Rec, 6, Queen st, Huddersfield
MATTHEWS, CAROLINE, Barnsley, Innkeeper April 5 at 11.15 Off Rec, Back Regent st, Barnsley
MATHEWS, HENRY EDWARD, Edgware rd, Clothier April 8 at 11 Bankruptcy bldgs, Carey st
MOULD, JOHN FLETCHER, Pewsey, Seed Merchant April 8 at 12 Henry C Tombs, Off Rec, 22, High st, Swindon
MUNCKTON, HARRY GEORGE, Landport, Butcher April 17 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
OPPENHEIM, JOSEPH GUTTMAN, Leeds, Cigar Merchant April 8 at 11 Off Rec, 22, Park row, Leeds
PHILLIPS, ENOCH, Girtford, Baker April 22 at 11 Off Rec St Paul's sq, Bedford
PRING, SYDNEY PYNE, Sheffield, Mantle Manufacturer April 5 at 3 Off Rec, Figtree lane, Sheffield
PRITCHARD, ALBERT RICHARD, Wargrave, Army Tutor April 11 at 11.30 Queen's Hall, Valpy street, Reading
RANDLE, JOHN CHARLES, Lilbourne, Licensed Victualler April 9 at 12 Off Rec, 17, Hertford st, Coventry
ROUSE, EVAN, Reading, Labourer April 11 at 9.45 Queen's Hotel, Friar st, Reading
SAXTON, JOHN, Old Radford, Licensed Victualler April 5 at 11 Off Rec, St Peter's Church walk, Nottingham
SEARS, GEORGE WADE, King William st, Iron Merchant April 5 at 11 Bankruptcy bldgs, Carey st
SERRMAN, WOLFE, South Shields, General Dealer April 8 at 11 Off Rec, Pink lane, Newcastle on Tyne
SHINWELL, JOHN, Landport, Grocer April 18 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
SMITH, ROBERT, Walsall, Grocer April 5 at 12 Off Rec, St Peter's Church walk, Nottingham
STEVENS, VICTOR, Maida Vale, Actor April 5 at 12 Bankruptcy bldgs, Carey st
THOMAS, WILLIAM HENRY, Brixham, Fisherman April 5 at 11 10, Athenæum terrace, Plymouth
TOWNSEND, WILLIAM HENRY, and WILLIAM EDWARD TOWNSEND, Leicester, Painters April 5 at 12.30 Off Rec, 1, Berridge st, Leicester
WARD, ELIZA, Leamington, Tailor April 9 at 12.30 Off Rec, 17, Hertford st, Coventry
WARD, MARY, Barnsley, Greengrocer April 5 at 11.30 Off Rec, 3, Back Regent st, Barnsley
WOOLRIDGE, FREDERICK, Dudley, Licensed Victualler April 5 at 10 Off Rec, Dudley
YELLS, JOHN, Bourton on the Hill, Farmer April 5 at 12 Off Rec, 1, St Aldate's, Oxford

The following amended notice is substituted for that published in the London Gazette of March 26:—

POPPLEWELL, SARAH, and HERBERT POPPLEWELL, Mirfield, Oil Extractors April 5 at 3 Off Rec, Bank chmbrs, Batley

ADJUDICATIONS.

ALDCROFT, JAMES, Timperley, Market Gardener Manchester Pet March 25 Ord March 25
BELLAMY, WILLIAM ALFRED, Fownhope, Farmer Hereford Pet March 25 Ord March 25
BENJAMIN, LEOPOLD SOLOMON, Bayswater, Export Merchant High Court Pet Feb 7 Ord March 25
BERRY, EDGAR HAWORTH, Burnley, Electrical Engineer Burnley Pet March 26 Ord March 26
BEVAN, MORGAN, Swansea, Grocer Swansea Pet March 25 Ord March 25
BRAIN, JOSEPH, and JAMES WILSON BRAIN, Whitby, Leather Dressers Stockton on Tees Pet March 15 Ord March 23
BROWN, CHARLES, Queen's pk, Grocer High Court Pet Feb 22 Ord March 25
CHAMBERS, JOHN HEMMING, Birmingham, Confectioner Birmingham Pet March 22 Ord March 26
CLARKE, BERNARD, Birmingham Birmingham Pet March 7 Ord March 26
CLEGG, JOHN HAGUE, Stockton on Tees, Surgeon Stockton on Tees Pet March 26 Ord March 26
CROOKES, HERBERT WALKER, Barnsley, Refreshment Contractor Barnsley Pet March 25 Ord March 25
DAVIES, THOMAS, Swansea, Builder Swansea Pet March 23 Ord March 23
DUNCAN, WILLIAM SHAW, and JOHN EDWIN PICKARD, Leeds, Surveyors Leeds Pet March 26 Ord March 26
FILMER, THOMAS HENRY, Walberton, Butcher Brighton Pet March 25 Ord March 25
FITT, F W, Camberwell, Grocer High Court Pet Feb 12 Ord March 23
FRITH, THOMAS, Lovens, Butcher Kendal Pet March 27 Ord March 27
GARDINER, GEORGE, Twerton on Avon, Carpenter Bath Pet March 25 Ord March 25
GIBBS, HENRY ALBERT, Birmingham, Egg Merchant Birmingham Pet Feb 26 Ord March 26
GRAVES, HENRY JAMES, Goole, Farmer Wakefield Pet March 26 Ord March 26
GRIFFIN, GEORGE, Cambridge, Naturalist Cambridge Pet March 22 Ord March 23
HALL, WILLIAM EMANUEL, Melynerythan, Carpenter Neath Pet March 25 Ord March 25
HARVEY, LOFTUS, Lewisham, Licensed Victualler High Court Pet Feb 25 Ord March 25
INGHAM, ERNEST, Accrington, Clothier Blackburn Pet March 11 Ord March 25
JONES, JAMES THOMAS, Barrow in Furness, Fruiterer Ulverston Pet March 5 Ord March 22
JONES, WILLIAM, Gorleston, Hotel Manager Gt Yarmouth Pet March 23 Ord March 25
LEE, ABRAHAM, Huddersfield, Foreman Huddersfield Pet March 26 Ord March 26
LEVY, H, Birmingham, Baker Birmingham Pet March 8 Ord March 26
LLOYD, SARAH, Tonypandy, Grocer Pontypridd Pet March 25 Ord March 27
LOCKWOOD, HERBERT, Rotherham, Beerhouse Keeper Sheffield Pet March 26 Ord March 26
MARCHINGTON, JOHN WILLIAM, Droylsden, Cloth Agent Ashton under Lyne Pet Feb 21 Ord March 26
MATTHEWS, THOMAS, Bromsgrove, Oil Dealer Worcester Pet March 25 Ord March 25
MILLINGEN, MAURICE, Strand, Umbrella Maker High Court Pet Feb 6 Ord March 25
MORGAN, JAMES, Blaengwynfi, Blacksmith Neath Pet March 26 Ord March 26
MOSS, HENRY, Leeds, Saddler Leeds Pet March 26 Ord March 26
NICHOLAS, ALBERT JOSEPH, Bristol, Baker Bristol Pet March 25 Ord March 26
PARRY, WILLIAM, Frodesley, Salop Shrewsbury Pet March 26 Ord March 26
PLUMRIDGE, WILLIAM EMMANUEL, Gt Marlow, Farmer Aylesbury Pet March 26 Ord March 26
POWELL, JAMES MOORHEAD LIPTON, Parkend, Glos, Grocer Newport, Mon Pet March 22 Ord March 25
RANDLE, JOHN CHARLES, Lilbourne, Licensed Victualler Coventry Pet March 25 Ord March 25
RICHARDS, WILLIAM, Swansea, Merchant Swansea Pet March 27 Ord March 27
ROCHFORD, JOHN, Birmingham, Engine Driver Birmingham Pet March 9 Ord March 26
ROLLINSON, ARTHUR HENRY, Wakefield, Grocer Wakefield Pet Feb 23 Ord March 23
SLOCOMBE, JOHN, Bristol, Builder Bristol Pet Feb 7 Ord March 26
TROTMAN, FREDERICK, Henley on Thames, Hotel Proprietor High Court Pet Feb 16 Ord March 21
VINEY, GEORGE ROBINS, Richmond, Builder Wandsworth Pet March 23 Ord March 23
WARD, ELIZA, Leamington, Tailor Warwick Pet March 25 Ord March 25
WARD, THOMAS, Gt Marlborough st High Court Pet Dec 22 Ord March 25
WILLIAMS, THOMAS, Penmachno, Labourer Portmadoc Pet March 25 Ord March 26
YELLS, JOHN, Bourton on the Hill, Farmer Banbury Pet Feb 26 Ord March 26

ADJUDICATION ANNULLED.

GRAY, FREDERICK, Northwold rd, Upper Clapton, Tram Car Conductor High Court Adjud Jan 11 Annul March 26

London Gazette.—TUESDAY, April 2.

RECEIVING ORDERS.

BARTLEY, HENRY POWELL, Reading, Solicitor Reading Pet March 5 Ord March 28
BAYLISS, WILLIAM DALE, Torquay, Chemist Exeter Pet March 13 Ord March 26
BENNETT, NICHOLAS JAMES, Burslem, Builder Hanley Pet March 29 Ord March 29
BENNETT, THOMAS, Gateshead, Cocoa Room Proprietor Newcastle on Tyne Pet March 29 Ord March 29
BROWN, ARTHUR, Epworth, Potato Merchant Sheffield Pet March 29 Ord March 29
BROWN, HENRY, Scholar Green, Chee, Colliery Proprietor Hanley Pet March 30 Ord March 30
BULLIVANT, RICHARD ARTHUR, Headingley, Builder Leeds Pet March 30 Ord March 30
CHILD, PRINCE FREDERICK CHARLES, Leeds, Clerk Leeds Pet March 28 Ord March 28
CHITTENDEN, EMILY MARY, Gravesend Rochester Pet March 30 Ord March 30
COOPER, THOMAS, Leicester Leicester Pet March 27 Ord March 27
DUNN, CECIL WILLIAM, Copthall avenue, Solicitor High Court Pet March 14 Ord March 29
FRANCIS, EMILY MARIA, Bridgend, Draper Cardiff Pet March 26 Ord March 27
FIRTH, SAMUEL, Rothwell Leeds Pet March 27 Ord March 27
FORSDICK, JOSEPH HUNT, Chester, Clothier Chester Pet March 30 Ord March 30
GARRN, PERCY SLEATH, Grosvenor sq High Court Pet Feb 25 Ord March 29
GUNTER, THOMAS GRIFFITH, Britonferry, Grocer Neath Pet March 29 Ord March 29
HERON, WILLIAM, Leeds, Fish Dealer Leeds Pet March 28 Ord March 28
HORNCASTLE, SEPTIMUS WILKINS, Provision Dealer High Court Pet March 13 Ord March 29
KNOX, HENRY AUGUSTUS, Tufnell Park rd, Hardware Merchant High Court Pet March 20 Ord March 29
LAMBERT, JOHN, Tandridge, Coachbuilder High Court Pet March 26 Ord March 29
LAWES, JOHN BENNET, Folkestone, Student Canterbury Pet March 16 Ord March 30
LLEWELYN, JOHN CONROY THIELWALL, Leamington, Gent Warwick Pet Feb 22 Ord March 30
PATRICK, SOLOMON, New Sharlston, Grocer Wakefield Pet March 29 Ord March 29
PAYNE, JOHN BELLAMY, Chard, Lace Manufacturer Taunton Pet March 15 Ord March 30
PEET, ELLIS, Billingborough, Boot Maker Lincoln Pet March 29 Ord March 29
PETTIT, WALTER, Bow, Licensed Victualler High Court Pet March 28 Ord March 29
PRIEST, EDGAR, Cardiff, Iron Merchant Cardiff Pet March 27 Ord March 27
PRICE, THOMAS EDWARD, Tipton, Tobacconist Dudley Pet March 26 Ord March 26
RAY, ALFRED, Wandsworth, Builder Wandsworth Pet March 4 Ord March 26
ROBINSON, DINAH, Burnley, Widow Burnley Pet March 30 Ord March 30
ROTHER, FREDERICK HANS, Bedford sq, of no occupation High Court Pet March 15 Ord March 26
RYMER, THOMAS, Lytham, Licensed Victualler Preston Pet March 29 Ord March 29
SHAW, ALBERT, Langley, Greengrocer West Bromwich Pet March 29 Ord March 29
SMITH & EMMETT, Forest Gate, Builders High Court Pet March 5 Ord March 26
TOWER, HERBERT CHICHESTER, Staines Kingston, Surrey Pet Jan 18 Ord March 29
TOWER, H CHICHESTER, Staines, Clerk High Court Pet March 8 Ord March 26
VINHALL, JOSEPH S, Peckham Rye, Wine Merchant High Court Pet Feb 15 Ord March 11
WALTERS, GEORGE HENRY, Kingston upon Hull, Builder Kingston upon Hull Pet March 30 Ord March 30
WEBSLEY, WILLIAM, Bodmin, Jeweller Truro Pet March 29 Ord March 29
WILSDON, JOHN, Bourton on the Water, Farmer Cheltenham Pet March 26 Ord March 28
WINEHAM, HARRIET, Newport, I W, Butcher Ryde Pet March 15 Ord March 15
YOUNG, JOSEPH, Birmingham, Tea Dealer's Assistant Birmingham Pet March 29 Ord March 29
WRIDE, FRED, Fulham rd, Bootmaker High Court Pet March 29 Ord March 29

FIRST MEETINGS.

ANDERSON, WILLIAM HENRY, Birmingham, Wine Merchant April 10 at 11 23, Colmore row, Birmingham
ANDREWS, RICHARD FLEXON, St John's st rd, Meat Salesman April 18 at 12 Bankruptcy bldgs, Carey st
BATE, THOMAS, Kilburn, Auctioneer April 19 at 2.30 Bankruptcy bldgs, Carey st
BENSON, HENRY BURY, Fulham, Picture Dealer April 19 at 12 Bankruptcy bldgs, Carey st
BEVAN, MORGAN, Swansea, Grocer April 11 at 12 Off Rec, 61, Alexandra rd, Swansea
BORRETT, SAMUEL GRACE, Frant, Sussex, Farmer April 11 at 11.30 24, Railway app, London Bridge
BRAIN, JOSEPH, and JAMES WILSON BRAIN, Sleights, Yorks, Leather Dressers April 10 at 3 Off Rec, 6, Albert rd, Middlesborough
BURNS, JOHN, Birmingham, Toolmaker April 11 at 11 23 Colmore row, Birmingham
CARTWRIGHT, E, Fenchurch st, Colour Manufacturer April 18 at 11 Bankruptcy bldgs, Carey st
CHRISTMAS, WILLIAM, Harlow, Farmer April 11 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

COLEMAN, JOHN OSBORNE, Baker st, China Dealer April 19 at 11 Bankruptcy bldgs, Carey st

COOPER, THOMAS, Leicester April 9 at 12.30 Off Rec, 1, Berridge st, Leicester

DANIEL, GEORGE HERBERT, Pontypool, Civil Engineer April 9 at 3 Off Rec, Gloucester Bank chmbrs, Newport, Mon

DAVIES, REES, Bromyard, Grocer April 9 at 3 Off Rec, 31, Alexandra rd, Swansea

DENHAM, ALBERT, Walsall, Butcher April 10 at 11.30 Off Rec, Walsall

DORWARD, DAVID, Darlington April 10 at 3 Off Rec, 8, Albert rd, Middlesborough

EDWARDS, LEWIS, Liverpool, Tailor April 22 at 2 Off Rec, 35, Victoria st, Liverpool

FLEWITT, EMMA, Commercial rd E, Machinist April 19 at 2.30 Bankruptcy bldgs, Carey st

FOGG, WILLIAM HENRY, Leeds, Hotel Proprietor April 10 at 11 Off Rec, 22, Park row, Leeds

GARDINER, GEORGE, Tiverton on Avon, Carpenter April 24 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

GOLDING, WILLIAM NICHOLAS, King's Lynn, Grocer April 9 at 5 Off Rec, 8, King st, Norwich

GOOD, SARAH, Brixton April 9 at 12 Bankruptcy bldgs, Carey st

GREEN, GEORGE, Blaina, Mon, Coal Miner April 10 at 12 Off Rec, Merthyr Tydfil

HARRIS, LEONARD, Clare Market, Currier April 19 at 12 Bankruptcy bldgs, Carey st

HARRISON, JOHN JOSEPH, New Oxford st, Engraver April 9 at 2.30 Bankruptcy bldgs, Carey st

HARTLEY, JOSEPH, Lowestoft, Railway Clerk April 13 at 11.30 Off Rec, 8, King st, Norwich

HAVARD, THOMAS, Aberaman, Draper April 9 at 12 Off Rec, Merthyr Tydfil

HAWKES, FREDERICK, Gt Marlow, Saddler April 10 at 12 Off Rec, 1, St Aldate's, Oxford

HAWLEY, THOMAS (deceased), Bilston, Rope Manufacturer April 9 at 4 Off Rec, Wolverhampton

HUGHES, JOHN, Dolgelly, Shoemaker April 9 at 12.30 Townhall, Aberystwith

JACOB, EDWARD JAMES, Carlton Colville, Fishing Boat Owner April 13 at 12 Off Rec, 8, King st, Norwich

JONES, WILLIAM, Gorleston, Hotel Manager April 13 at 12.30 Off Rec, 8, King st, Norwich

KONIG, PHILIPP, Blackstock rd, Baker April 10 at 11 Bankruptcy bldgs, Carey st

KNOX, HENRY AUGUSTUS, Tufnell Park rd, Hardware Merchant April 19 at 2.30 Bankruptcy bldgs, Carey st

LAMB, THOMAS SAMUEL, Middlesborough, Insurance Agent April 10 at 3 Off Rec, 8, Albert rd, Middlesborough

LAWRENCE, GEORGE, Bristol, Commercial Traveller April 24 at 12.15 Off Rec, Bank chmbrs, Corn st, Bristol

LLEWELYN, GEORGE, Llangefni, Coachbuilder April 10 at 1.15 Bull Hotel, Llangefni

MANCHESTON, JOHN WILLIAM, Droylsden, Cloth Agent April 9 at 3 Ogden's chmbrs, Bridge st, Manchester

MORRIS, JOHN, Tonbridge, Fruiterer April 10 at 2.30 Spencer & Hether, 63, Mount pleasant, Tunbridge Wells

MORGAN, ARTHUR WILLIAMS, and THOMAS HOWARD MORGAN, Cardiff, Decorators April 10 at 11 Off Rec, 29, Queen st, Cardiff

NICHOLAS, ALBERT JOSEPH, Bristol, Baker April 24 at 1.15 Off Rec, Bank chmbrs, Corn st, Bristol

OWEN, OWEN, Trefriw, Licensed Victualler April 9 at 12.15 Eagles Hotel, Llanrwst

PARRY, WILLIAM, Frodesley, Farmer April 11 at 11 Off Rec, 42, St John's hill, Shrewsbury

POWELL, JAMES MOORHEAD LIPTON, Lydney, Glos, Grocer April 9 at 3.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon

PRITCHARD, CHARLES, Aberavon, Greengrocer April 10 at 12 Off Rec, 31, Alexandra rd, Swansea

ROBBINS, ALFRED GEORGE, Guildford, Coal Merchant April 9 at 12 24, Railway app, London Bridge

SLOCOMBE, JOHN, Bristol, Builder April 24 at 1 Off Rec, Bank chmbrs, Corn st, Bristol

SPITTLE, THOMAS, Wednesbury, Egg Merchant April 10 at 11 Off Rec, Walsall

TAYLOR, JOHN BLADEN METCALFE, Westminster, Captain April 10 at 12 Bankruptcy bldgs, Carey st

THOMAS, JOSEPH, Newport, Mon, Boot Dealer April 9 at 3.45 Off Rec, Gloucester Bank chmbrs, Newport, Mon

TOCHER, ADELAIDE CAROLINE WILHELMINA, De Vere gar, Hotel Proprietor April 10 at 12 Bankruptcy bldgs, Carey st

WALKER, FREDERICK, Barrow in Furness, Plumber April 10 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

WARD, WILLIAM FREDERICK, Ludham, Farmer April 13 at 11 Off Rec, 8, King st, Norwich

WHITE, A, Forest Gate, Builder April 10 at 2.30 Bankruptcy bldgs, Carey st

WILLIAMS, THOMAS, Penmachno, Labourer April 9 at 12.40 Eagles Hotel, Llanrwst

WILLIAMS, WALTER HORACE, and JAMES HENRY WILLIAMS, Pontypridd, Clothiers April 9 at 2.30 Off Rec, Merthyr Tydfil

The following amended notice, so far as relates to Public Examination, is substituted for that published in the London Gazette of March 26:—

HUMPHREYS, WILLIAM, Aberkin, Farmer April 5 at 12 Sportsman Hotel, Portmadoc April 24 at 12 Police Court, Portmadoc

ADJUDICATIONS.

BENNETT, THOMAS, Gateshead, Cocoa Room Proprietor Newcastle on Tyne Pet March 29 Ord March 29

BOOTH, JAMES, South Wingfield, Farmer Derby Pet Feb 23 Ord March 29

BROWN, HENRY, Scholar Green, Colliery Proprietor Hanley Pet March 20 Ord March 30

BROWN, THOMAS, Earl's Court, Provision Merchant High Court Pet March 27 Ord March 27

BULLIVANT, RICHARD ARTHUR, Leeds, Architect Leeds Pet March 29 Ord March 30

CHILD, PRINCE FREDERICK CHARLES, Leeds, Clerk Leeds Pet March 29 Ord March 29

CRITTENDEN, EMILY MARY, Gravesend, Widow Rochester Pet March 30 Ord March 30

COGAN, JOHN LONGMAN, Coleman st, Wine Merchant High Court Pet Jan 24 Ord March 26

COOPER, THOMAS, Leicester Leicester Pet March 25 Ord March 27

FRANCIS, EMILY MARIA, Bridgend, Draper Cardiff Pet March 26 Ord March 27

FIRTH, SAMUEL, Leeds Leeds Pet March 27 Ord March 27

FISHER, JAMES EDMUND, Stourbridge, Commission Agent Cardiff Pet Feb 11 Ord March 30

FLEWITT, EMMA, Commercial rd East, Machinist High Court Pet March 26 Ord March 26

GUNTER, THOMAS GRIFFITH, Britonferry, Grocer Neath Pet March 29 Ord March 29

HERON, WILLIAM, Leeds, Fish Dealer Leeds Pet March 26 Ord March 26

HILL, ARTHUR, Kidderminster, Oil Merchant Kidderminster Pet March 23 Ord March 23

JACK, J MCINNES, Swansea, Wine Merchant Swansea Pet March 8 Ord March 29

JACOB, EDWARD JAMES, Carlton Colville, Fishing Boat Owner Gt Yarmouth Pet March 23 Ord March 30

JONES, DAVID, Glandwr, Corwen, Merchant Wrexham Pet Feb 2 Ord March 26

KENT, JOHN CALVIN, Liverpool, Hosier Liverpool Pet Feb 20 Ord March 26

KLEIN, HERMANN JOSEPH, Didsbury, Clerk Manchester Pet March 13 Ord March 26

PATRICK, SOLOMON, New Shariston, Grocer Wakefield Pet March Ord March 29

PEET, ELLIS, Billingborough, Bootmaker Lincoln Pet March 29 Ord March 29

PETTIT, WALTER, Bow, Licensed Victualler High Court Pet March 26 Ord March 26

PRICE, THOMAS EDWARD, Tipton, Tobacconist Dudley Pet March 26 Ord March 26

ROBINS, ALFRED GEORGE, Guildford, Coal Merchant Guildford Pet March 9 Ord March 28

ROBINSON, DINAH, Burnley Burnley Pet March 30 Ord March 30

ROGERS, GEORGE FREDERICK, Notting Hill, Electrical Engineer High Court Pet March 4 Ord March 26

RYMER, THOMAS, Lytham, Licensed Victualler Preston Pet March 29 Ord March 29

SHAW, ALBERT, Langley, Greengrocer West Bromwich Pet March Ord March 29

SIMMONS, HENRY JOSHUA, Stepney, Ironmonger High Court Pet Feb 19 Ord March 26

TAYLOR, HENRY ALFRED, Finsbury sq, Solicitor High Court Pet March 27 Ord March 27

WALL, DAVID WILLIAM, Camberwell, Hatter High Court Pet March 2 Ord March 26

WALTERS, GEORGE HENRY, Kingston upon Hull, Builder Kingston upon Hull Pet March 30 Ord March 30

WEBSTER, WILLIAM, Bodmin, Jeweller Truro Pet March Ord March 29

WIGG, HARRY OWEN, Liverpool, Draper Liverpool Pet March 8 Ord March 29

WILLIAMS, WALTER HORACE, Pontypridd, Outfitter Pontypridd Pet Feb 28 Ord March 29

WILSDON, JOHN, Bourton on the Water, Farmer Cheltenham Pet March 27 Ord March 28

WISEMAN, HARRIET, Newport, I W, Butcher Ryde Pet March 15 Ord March 15

WRIDE, FRED, Fulham rd, Bootmaker High Court Pet March 29 Ord March 29

YOUNG, JOSEPH, Birmingham Birmingham Pet March 29 Ord March 29

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